

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL

August 4, 2026

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

6:30 P.M. WORK SESSION (No Action)

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issues discussed or reviewed during the work session except to the extent specifically authorized under the Texas Open Meetings Act.

DISCUSSION ONLY

- A. Presentation of a proclamation declaring August 2-8, 2026 as National Health Center Week. **5**
- B. Presentation and update regarding the Lockhart Visitor Center and provide staff direction on the Phase 1 implementation scope and Phase 2 conceptual design. **6-31**
- C. Presentation and provide staff direction regarding a downtown wayfinding signage program and other initiatives to increase visitor awareness to businesses located beyond the Courthouse Square. **32-34**
- D. Discussion regarding amending the second lease extension for a hangar with Mr. Phillip Cline to add Jennifer M. Ridley as co-lessee for the remainder of the term, and appointing the Mayor to sign the agreement if approved. **35-77**
- E. Presentation of the City of Lockhart's Fiscal Year (FY) 2026-2027 Proposed Budget and consider the Lockhart Economic Development Corporation's Budget for FY 2026-2027, and set two public hearings on the FY 2026-2027 City of Lockhart Proposed Budget. **78-80**
- F. Discussion regarding setting the 2026 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart. **81-94**
- G. Discussion regarding a Payment Services Agreement with Western Union Financial Services, Inc. to expand utility bill payment options for City of Lockhart utility customers. **95-102**

- H. Presentation and discussion regarding Resolution 2026-30 to acknowledge and certify lack of present ownership interest and former conveyance of all rights, title, and interest in and to a tract of land located at 825 North Commerce Street, Lockhart, Texas, from the City of Lockhart. 103-106
- I. Discuss Ordinance 2026-33 ordering a General Election on November 3, 2026 for the purpose of electing One Mayor; One Councilmember District 3; and One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election. 107-131
- J. Announcement of nomination of Lori Rangel, James (Jim) Lee, and David Schneider to the Tourism Advisory Board; and consider additional nominations to the board. 132-141

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation. Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

4. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding amending the second lease extension for a hangar with Mr. Phillip Cline to add Jennifer M. Ridley as co-lessee for the remainder of the term, and appointing the Mayor to sign the agreement if approved. 142-184
- B. Presentation of the City of Lockhart's Fiscal Year (FY) 2026-2027 Proposed Budget and consider the Lockhart Economic Development Corporation's Budget for FY 2026-2027, and set two public hearings on the FY 2026-2027 City of Lockhart Proposed Budget. 185-187
- C. Discussion and/or action regarding setting the 2026 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart. 188-201
- D. Discussion and/or action regarding a Payment Services Agreement with Western Union Financial Services, Inc. to expand utility bill payment options for City of Lockhart utility customers. 202-209

- E. Presentation, discussion, and possible action regarding Resolution 2026-30 to acknowledge and certify lack of present ownership interest and former conveyance of all rights, title, and interest in and to a tract of land located at 825 North Commerce Street, Lockhart, Texas, from the City of Lockhart. 210-213
- F. Discussion and/or action regarding Ordinance 2026-33 ordering a General Election on November 3, 2026 for the purpose of electing One Mayor; One Councilmember District 3; and One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election. 214-238
- G. Announcement of nomination of Lori Rangel, James (Jim) Lee, and David Schneider to the Tourism Advisory Board; and consider additional nominations to the board. 239-248

5. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- Update on the citywide distribution of new residential trash and recycling carts.
- Update on capital improvement projects, including the EDA wastewater line extension and public safety facility improvements.
- Animal Shelter intake and isolation kennel expansion project near substantial completion.
- Ice Cream with a Cop scheduled for August 5 at City Park, including free swimming at the City Pool.

6. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

7. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT.

- A. Discussion regarding economic development negotiations with Project CA-257.

8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.**
 - A. Discussion regarding Vested Rights Claim related to that certain 6.03-acre property within the Francis Berry Survey A-2, known as Section One-A, Block 1 of the Maple Park Planned Development District, and legal advice related thereto from City Attorney.
9. **OPEN SESSION**
 - A. Discussion and/or action regarding Vested Rights Claim related to that certain 6.03-acre property within the Francis Berry Survey A-2, known as Section One-A, Block 1 of the Maple Park Planned Development District, and legal advice related thereto from City Attorney.
 - B. Discussion and/or action regarding economic development negotiations with Project CA-257.
10. **ADJOURNMENT**

City Council shall have the right at anytime to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on July 29, 2026 at 4:30 p.m.



Proclamation

WHEREAS, Community Health Centers are federally qualified, community-based organizations governed by patient-majority boards and dedicated to providing quality, affordable health care to all patients, regardless of insurance status or ability to pay; and

WHEREAS, in 2026, Community Health Centers of South-Central Texas (CHCSCT), a Federally Qualified Health Center, proudly marks 60 years of service, having provided compassionate, patient-centered care to individuals and families since 1966; and

WHEREAS, CHCSCT served more than 20,000 patients in 2025, including more than 8,600 uninsured patients, helping ensure that essential health care services remain accessible to individuals and families throughout the communities it serves across South Central Texas; and

WHEREAS, CHCSCT's providers, staff, leadership, board members, volunteers, and community partners work each day to strengthen communities through innovation, service, and a commitment to improving health and well-being; and

WHEREAS, National Health Center Week 2026 celebrates the theme, "Building Innovative Care Where It Matters Most," recognizing the vital role Community Health Centers play in expanding access to care, advancing health equity, and improving lives across the nation; and

WHEREAS, the City of Lockhart proudly recognizes the lasting contributions of Community Health Centers of South-Central Texas and joins in celebrating its 60 years of service, leadership, and dedication to accessible, patient-centered health care; and

NOW THEREFORE, I, Lew White, Mayor of the City of Lockhart, Texas do hereby proclaim

August 2-8, 2026

as

NATIONAL HEALTH CENTER WEEK

in the City of Lockhart and encourage all residents to recognize and celebrate the dedicated service, leadership, and lasting impact of Community Health Centers of South-Central Texas.

IN TESTIMONY WHEREOF, I have set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this 4th day of August, 2026.

ATTEST:

Julie Bowermon
City Secretary



CITY OF LOCKHART

Lew White
Mayor

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Presentation and update regarding the Lockhart Visitor Center and provide staff direction on the Phase 1 implementation scope and Phase 2 conceptual design.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On January 6, 2026, the City Council approved a lease agreement for approximately 3,500 square feet at 109 E. San Antonio Street for the future Lockhart Visitor Center. The five-year lease, with an option for an additional five-year renewal, provides the City with a centrally located downtown facility to serve residents and visitors while supporting tourism, economic development, and downtown revitalization efforts.

Following Council's approval of the lease, the City contracted with HDR Architecture, Inc. to prepare schematic designs for the Visitor Center. The project has been organized into two phases to allow the City to establish an operational visitor center in the near term while continuing to develop the long-term vision for the facility.

Phase 1 focuses on improvements necessary to activate the space as a welcoming and operational visitor center. The proposed work includes removal of select interior partitions, installation of new flooring to protect the existing historic flooring, flexible furnishings, retail display areas, visitor information displays, floor power distribution, and temporary exterior signage.

Phase 2 represents the longer-term conceptual buildout of the facility and includes expanded interactive exhibits, meeting and office space, a new welcome desk, enhanced technology, artwork, and additional visitor amenities. These concepts will continue to be refined following completion of Phase 1.

Staff is requesting City Council provide direction on the proposed Phase 1 implementation scope so final construction documents and bid specifications can be completed and the project advertised for competitive bidding. The goal is to advertise Phase 1 in late summer and complete construction by the end of October 2026.

Staff is also requesting Council feedback on the Phase 2 conceptual design so HDR can incorporate Council direction into the final concept package, which will be completed and solicited shortly after Phase 1 procurement is underway.

HDR reviewed the current schematic design with City staff and the property owner on July 20, 2026. The proposed Phase 1 and Phase 2 scope has the support of City staff and the property

City of Lockhart, Texas

Council Agenda Item Cover Sheet

owner.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 2026.08.04 - Visitor Center Update

Schematic Design Phase 1 & 2

Lockhart Visitor Center





01

Phase 1 Implementation Plan

Lockhart Visitor Center **Existing Conditions**



Lockhart Visitor Center Existing Conditions



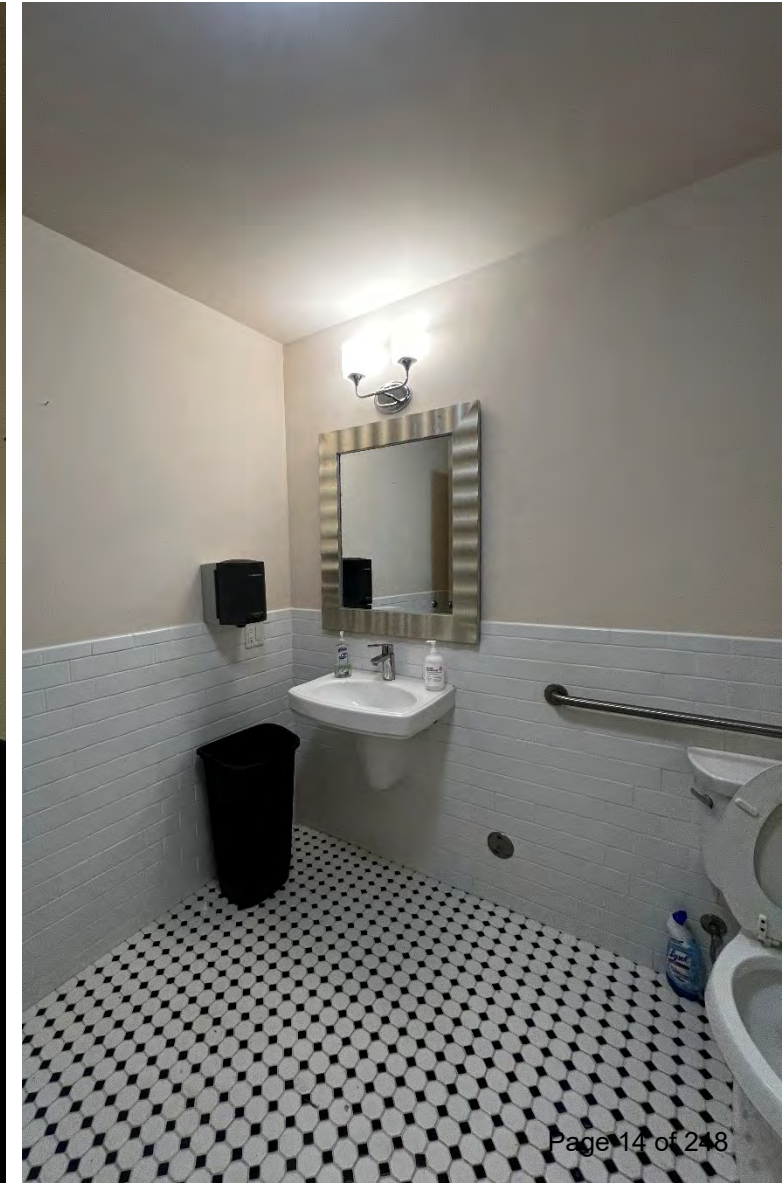
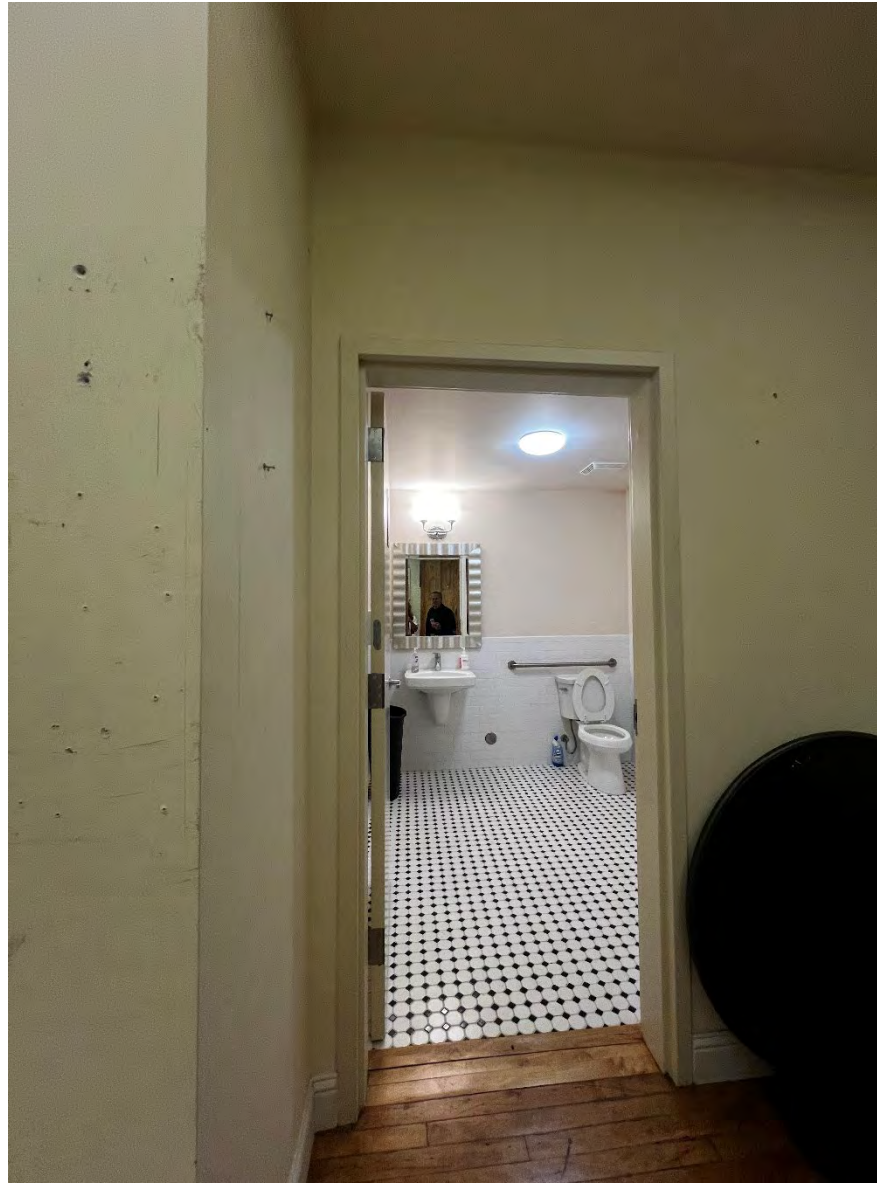
Lockhart Visitor Center **Existing Conditions**



Lockhart Visitor Center **Existing Conditions**



Lockhart Visitor Center Existing Conditions



Lockhart Visitor Center **Existing Conditions**



Lockhart Visitor Center **Proposed Demolition**



Legend

- Demolition
- ① Partition Walls
- ② Column Base for Flooring Installation
- ③ Existing Desk to Remain
- ④ Existing Kitchenette to Remain

* Inclusion Dependent on Contractor Bid

Lockhart Visitor Center Phase 1 Implementation Plan

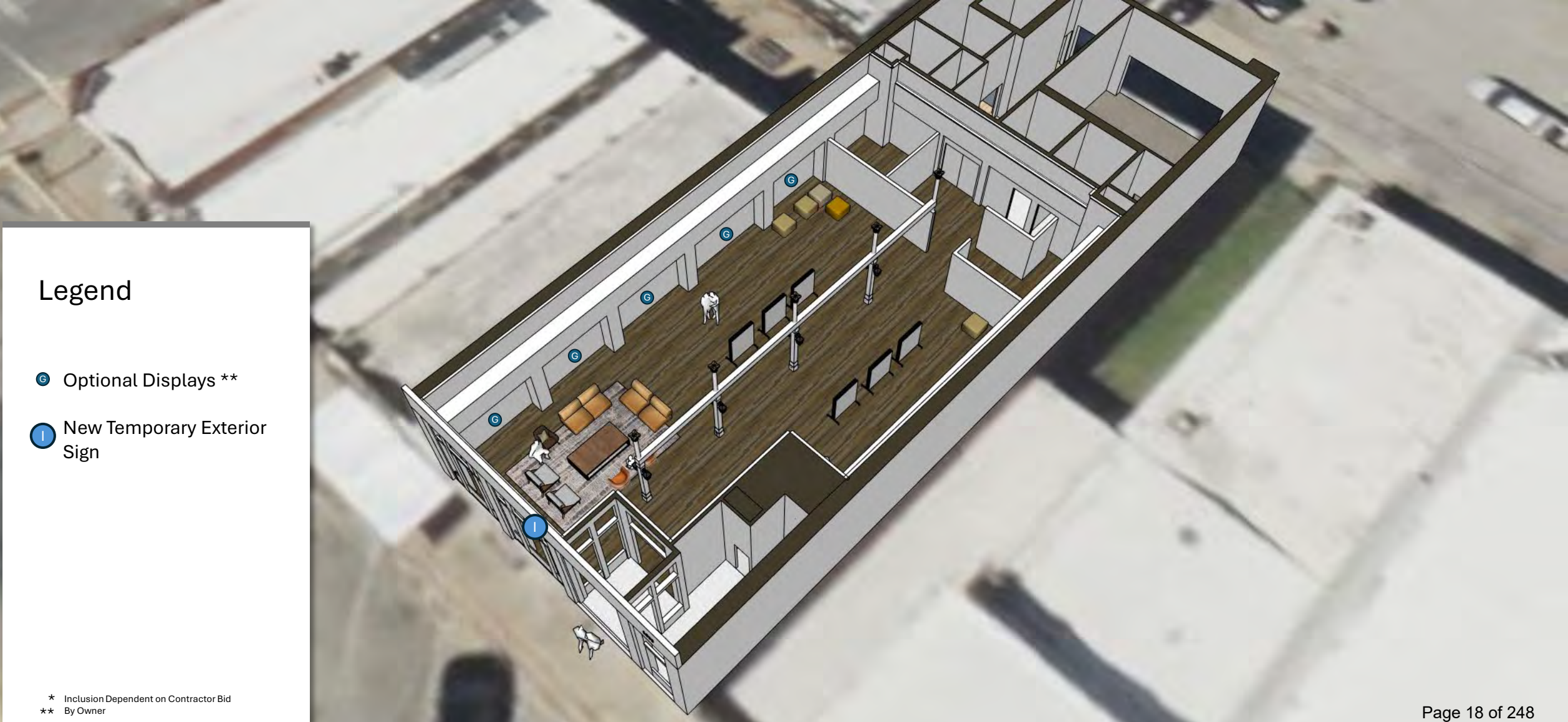


Legend

- A** New Floor to Cover & Protect Existing Flooring
- B** Community Living Room
- C** (3-6) Display Panels
- D** Retail Casework *
- E** Flexible Soft Seating
- F** Storage Room
- G** Displays / Kid Interactive **
- #** Floor Power Distribution

* Inclusion Dependent on Contractor Bid
** By Owner

Lockhart Visitor Center **Phase 1 Implementation Plan**





02

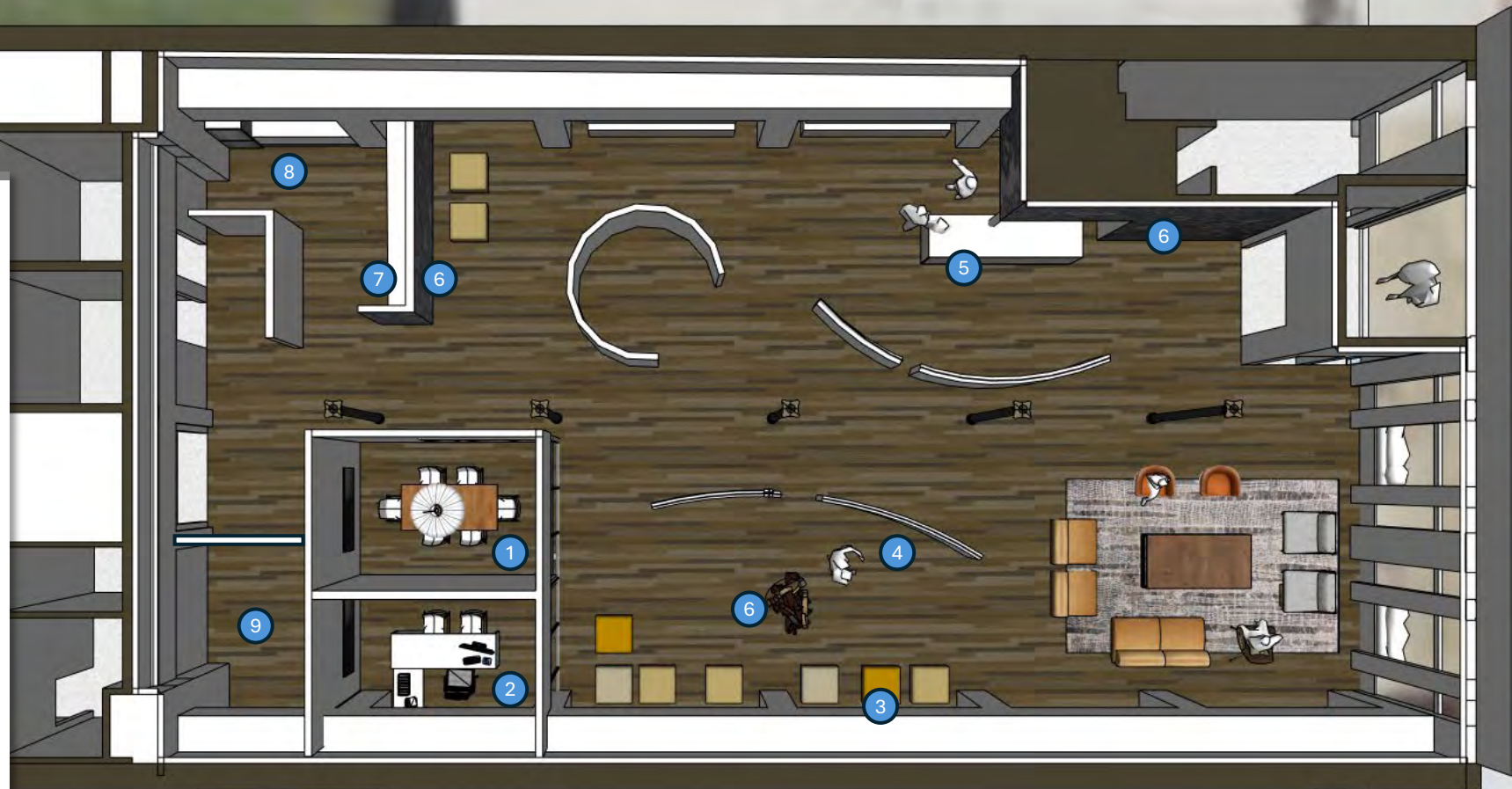
Phase 2 Conceptual Design

Lockhart Visitor Center Phase 2 **Proposed Floor Plan**

Legend

- ① Meeting Room
- ② Office
- ③ Additional Seating
- ④ Timeline & Discovery Displays *
- ⑤ New Welcome Desk
- ⑥ Interactive Mural/Artwork *
- ⑦ Break Area / Staging
- ⑧ Updated Kitchenette
- ⑨ Storage

* Information / Graphics by Owner



Lockhart Visitor Center Phase 2 **Axon View 1**



Legend

10 Restored Columns

Lockhart Visitor Center Phase 2 **Axon View 2**



Legend

- 11 Touchscreen Displays
- 12 Artwork Throughout *

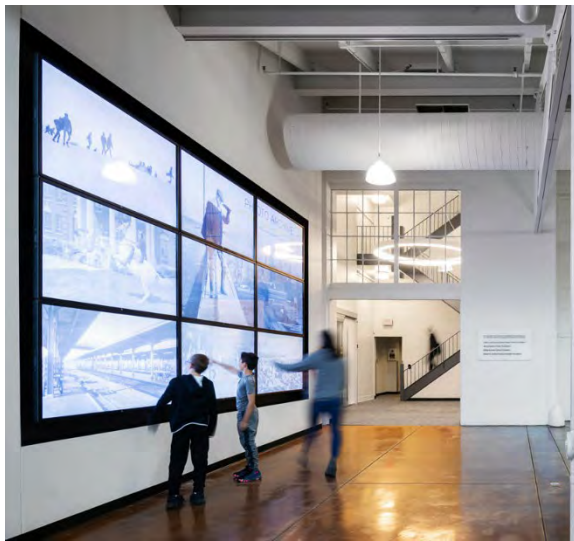
* Information / Graphics by Owner

Lockhart Visitor Center Phase 2 Interior View



Track Lighting on Unistrut Above

Lockhart Visitor Center **Interactive Discovery Inspiration**



Lockhart Visitor Center **Interactive Discovery Inspiration**





02

Temporary Signage

Signage Guidance

City of Lockhart, Texas
Wayfinding Master Plan
Version 1.0
25 January 2021



Signage Guidance

Signage Wordmark, logos and Typography

The approved City wordmark or wordmark with founding date are the only appropriate elements to appear on City gateway or identification signage.

Contractors should refer to the City of Lockhart Brand guidelines for approved artwork and typographic specifications for application in signage. All material sourced through the City.

Lockhart
1852

City wordmark with founding date only to be used on primary gateway locations

Lockhart

City wordmark to be used on all other secondary perimeter signage locations



City logo without wordmark lockup only to be used on vehicular and pedestrian signage

CITY OF
Lockhart
PUBLIC WORKS

City of Lockhart lockup to be used to for identification on City owned properties, amenities or service locations.

Temporary Sign Potential Names

Visit Lockhart

Welcome to Lockhart

Discover Lockhart

Welcome Center

Experience Lockhart

Lockhart Welcome Center

Lockhart Experience

Lockhart Welcome's You

Temporary Sign Location





City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Presentation and provide staff direction regarding a downtown wayfinding signage program and other initiatives to increase visitor awareness to businesses located beyond the Courthouse Square.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: Businesses located beyond the blocks facing the Caldwell County Courthouse have expressed concerns about limited visibility from the downtown core.

On March 3, 2026, City Council discussed the temporary enforcement discretion implemented during the Downtown Revitalization Project, existing sign regulations, and available signage options for businesses located beyond the Courthouse Square in anticipation of resuming consistent enforcement of the City's Sign Code.

With the Downtown Revitalization Project now substantially complete, staff is evaluating temporary City wayfinding signage that can be quickly deployed to improve visibility and assist pedestrians in navigating the downtown area while a comprehensive, permanent wayfinding program is implemented. A wayfinding program is intended to complement the infrastructure, streetscape, and landscaping improvements completed through the Downtown Revitalization Project and is supplemental to each business owner's responsibility to maintain appropriate and effective on-site signage. The presentation will provide an update on the proposed temporary signage, review potential approaches, and outline anticipated next steps for implementing a permanent wayfinding program.

PROJECT SCHEDULE (if applicable): None.

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: City staff previously briefed City Council on sign regulations in the Commercial Central Business District at its March 3, 2026, meeting.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Provide guidance on options presented to attract visitor traffic to downtown businesses not immediately located on the Courthouse Square blocks.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Possible business direction sign locations July 2026

Possible business direction sign locations



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discussion regarding amending the second lease extension for a hangar with Mr. Phillip Cline to add Jennifer M. Ridley as co-lessee for the remainder of the term, and appointing the Mayor to sign the agreement if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The permanent hangar located at 205 Airport Drive was originally constructed under a 25-year ground lease executed in 1994. Upon expiration of the ground lease in 2019, ownership of the hangar structure reverted to the City of Lockhart. Since that time, the City has leased the hangar as a City-owned facility rather than through a ground lease.

In 2024, the City Council approved the Second Extension of the Hangar Lease with Phillip Cline. The current lease extends through October 1, 2029, with annual rent of \$7,440 (\$620 per month), which is consistent with other hangar lease rates at the Lockhart Municipal Airport and comparable to hangar rates at other municipal airports. Lease revenues help support airport operations, maintenance, and capital improvements.

Mr. Cline has requested that his daughter, Jennifer M. Ridley, be added as a co-lessee under the existing lease. The amendment is intended to provide continuity and administrative clarity for the remainder of the lease term. The proposed amendment does not modify the lease term, rental rate, payment schedule, or any other provisions of the existing lease.

Mr. Cline has been involved at the Lockhart Municipal Airport for many years. The hangar, commonly known as the "Plane Talk" Hangar, has supported the construction of numerous project aircraft, including a new ultra-light aircraft.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approving the amendment to the lease, adding Jennifer M. Ridley as co-lessee for the hangar located at 205 Airport Drive.

LIST OF SUPPORTING DOCUMENTS: First Amendment to Second Lease Extension to Phillip Cline Lease with Exhibits

**FIRST AMENDMENT TO
SECOND LEASE EXTENSION TO GROUND LEASE AGREEMENT
Hanger Lease**

This First Amendment to Second Lease Extension to Ground Lease Agreement (this "Amendment"), effective as of _____, 2026, between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart ("City"), a Texas Municipal Corporation, herein referred to as the Lessor. The Lessee and Lessor are sometimes referred to as the Parties.

RECITALS:

- A. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the "Lease") that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. A copy of the Lease is attached as **Exhibit A**, and incorporated herein for all purposes. Such assumption was subject to approval by the City, which was given on September 18, 2018.
- B. On September 19, 2018, Lessee and the City agreed to extend the Lease through September 16, 2024, subject to certain additions to the Lease (the "First Lease Extension"). A copy of the First Lease Extension is attached as **Exhibit B**, and incorporated herein for all purposes.
- C. On September 26, 2024, Lessee and the City agreed to extend the Lease through October 1, 2029, subject to certain additions to the Lease (the "Second Lease Extension"). A copy of the Second Lease Extension is attached as **Exhibit C** and incorporated herein for all purposes.
- D. The Parties desire to amend certain terms in the Second Lease Extension.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Add Jennifer M. Ridley, an individual, as a Lessee to the Second Lease Extension. Both Lessees hereby agree to be bound by the terms and conditions set forth in the Second Lease Extension.
- 2. Except as specifically modified herein, the Second Lease Extension remains unchanged, is in full force and effect and is ratified and confirmed in all respects.
- 3. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be

necessary to produce one such counterpart. If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision herein contained. The parties expressly agree that time is of the essence with respect to this Amendment. The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Amendment and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting party shall not be employed in the interpretation of this Amendment to favor either party against the other. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

4. This Amendment and the rights and duties of the parties hereunder shall be governed for all purposes by the law of the State of Texas and the law of the United States applicable to transactions within said State.

(SIGNATURES ON NEXT PAGE)

Lessee:

Phillip Cline
Phillip Cline

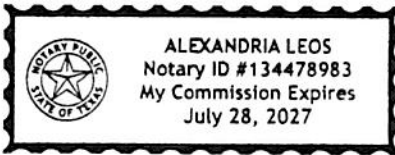
7-21-2026
Date

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of July, 2026.



Alexandria Leos
Notary Public

Lessee:

Jennifer M. Ridley
Jennifer M. Ridley

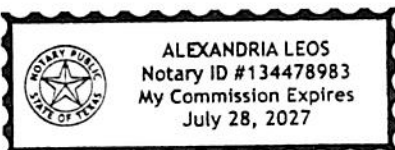
7-21-2026
Date

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Jennifer M. Ridley**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of July, 2026.



Alexandria Leos
Notary Public

Lessor City of Lockhart, Texas:

Lew White
Mayor

Attest:

Julie Bowerman
City Secretary

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Lew White**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day of _____, 2026.

Notary Public

EXHIBIT A – LEASE

Ted Jones / final
Signed copy

GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this the 16th day of September, 1994, by and between the CITY OF LOCKHART, TEXAS, a Municipal Corporation existing by and under the authority of the laws of the State of Texas, hereinafter referred to as "Lessor", and TED JONES, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor owns and operates, in the City of Lockhart, an Airport, and said Lessor is desirous of leasing to Lessee certain property hereinafter more fully described and located on said airport; and

WHEREAS, Lessee has indicated a willingness and ability to properly construct, keep, maintain and improve said property with standards approve by Lessor, and desires to lease said property from the City of Lockhart, Texas;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, Lessor does hereby lease, demise, grant and let to Lessee, and Lessee does hereby hire, take and lease from Lessor, the following premises, rights and easements on and Airport property upon the following terms and conditions, to-wit:

ARTICLE ONE

Leased Premises

Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said Airport with respect to which Lessee is to have for the term of this lease the use of said tract described as follows:

See Exhibit "A" attached hereto and incorporated for all purposes by reference.

ARTICLE TWO

Buildings and Improvements

Lessee shall have the right to erect one (1) hangar upon the leased premises.

Lessee agrees to maintain in good condition, order and repair the structure and other improvements upon the demised premises.

Lessee agrees and understands the plans and specifications for any and all proposed improvements to the leasehold property shall receive the prior written approval of the Lessor, and shall conform to the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor, as well as meet all City of Lockhart Code requirements.

Lessor, acting through its building inspector and other inspectors shall have free access to the property covered hereby and to the improvements thereon for the purposes of determining that any construction conforms to the plans and specifications approved by Lessor, and to determine if the

building or the improvements are being maintained in accordance with the requirements of this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of the hangar and any later required maintenance work is conducted without interference with other Lessees, the FAA, or any aviation activities which are the principal purpose of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so mandated by the Lessor or the F.A.A.

ARTICLE THREE

Term of Lease

The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date above first written, unless sooner terminated as hereinafter provided. This Lease shall be subject to review by the appropriate State Agency and the Federal Aviation Administration, as required, and acceptance by Lessor and Lessee of the terms of this Lease Agreement shall be provisional until such time as all appropriate agencies have approved this Agreement.

ARTICLE FOUR

Use of Property

Lessee agrees and understands that this Lease Agreement shall be for the limited purposes of the construction and use of a private hangar facility for placement of one or more general aviation aircraft. Lessee covenants and agrees that any hangar so constructed shall not be used for the

purpose of renting to the general public or other parties not subject to this Lease. It is intended by the parties and agreed to by Lessee that this Lease is for the limited purpose of the construction of a hangar for the placement of aircraft owned by Lessee or his invitees. So long as Lessee remains as the primary occupant of the hangar, the City will not object to allowing an invitee experimental aircraft owner to share space for purposes of building or storing any experimental aircraft or parts thereof and in Lessee charging a reasonable lease fee for that service, so long as that arrangement does not devolve into a sub-lease of the entire premises.

ARTICLE FIVE

Rental Charges

Lessee agrees to pay an annual rental for the use of the premises, rights and easements herein provided for as follows:

(a) **Ground Rent**

(1) Ground rent to be paid annually in the amount of \$0.03 per square foot per year on each square foot of land on the tract of land described in Exhibit "A" herein for a total annual rental of \$87.75, the first payment of which shall be due and payable contemporaneously with the signing of this Lease.

(2) The ground rent on the tract leased shall be subject to Article V, Section (b), "Adjustments to Rent."

(3) Should any governmental agency require for any reason any portion of the tract held by Lessee under this Lease, Lessee shall be entitled to reimbursement for the sums paid to Lessor for the area of property actually utilized by the governmental agency. Nothing herein shall entitle Lessee to reimbursement for any amount greater than the sum actually paid to Lessor on the property actually utilized by the governmental agency.

(b) Adjustments to Rent

As promptly as practicable after the end of the 5th year after the beginning date of this Lease and each 5th year thereafter, Lessor shall compute the percentage of change (increase or decrease), if any, in the cost of living during the time period between the beginning date of this Lease Agreement and the date of the 5th year anniversary and each 5th year anniversary thereafter during the term of this Lease, based upon the changes in the Consumer Price Index for Urban wage Earners and Clerical Workers - U.S. Average (1967=100) (hereinafter called "Consumer Price Index"), as determined by the United States Department of Labor, Bureau of Labor Statistics for "All Items". It is agreed that the Consumer Price Index Number at the commencement date of this lease is August 1, 1994 (herein called "Base Index Number"). If the Consumer Price Index Number for the month in which any such anniversary of the beginning date shall occur (each such number being herein called an "Anniversary Index Number") is higher or lower than the Base Index Number, then

such Anniversary Index Number shall be divided by the Base Index Number and from the quotient thereof shall be subtracted the integer one (1). The resulting number, multiplied by one hundred, shall be deemed to be the percentage of increase or decrease in the cost of living. Such percentage of change shall be multiplied by the Basic Rental, and the product thereof shall be added to, or subtracted from, the Basic Rental to determine the annual rental payable for the next five year period, commencing on the immediately preceding anniversary of the beginning date (such amount being herein sometimes called "Adjusted Basic Rental"). Such Adjusted Basic Rental shall be calculated in the above manner during the 5th year anniversary and each 5th year thereafter of the Lease Term. Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing any change in the annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of San Antonio, Texas, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto. As an example, only, of the foregoing adjustment:

- a. Assume Basic Rental is per acre \$100.00 per year,

- b. Assume Basic Index Number is 200,
c. Assume Anniversary Index Number on the anniversary date of the commencement date is 300,
then based upon the foregoing, the Annual Basic Rental shall be:

Anniversary Index Number 300 divided by Base Index Number 200 =
 $1.5 - 1 = .5 \times 100 = 50 = 50\%$
 $50\% \times 100 = 50.00$
 $50.00 + 100.00 = 150.00$ Adjusted Basic Rental.

All payments are to be made to the Office of the City Manager at P. O. Box 239, Lockhart, Texas 78644.

In the event of Lessee's failure to pay any installment of rental when due or any other fee when due, Lessor may declare the lease terminated, or may declare all unmatured rental due, and further will be entitled to judgment for court costs, reasonable attorneys' fees and interest on its unpaid rental and fees at the rate of TEN (10%) PERCENT per annum.

c. Late payments on rent. All rental payments shall be due on the anniversary date, of the year beginning the lease payment period. Payments not received by the 10th shall be deemed late, and there will be an automatic ten percent (10%) penalty assessed and collected by Lessor from Lessee in that event.

ARTICLE SIX

Insurance

Lessee shall maintain, at his own cost and expense fire insurance in an amount adequate to cover eighty percent (80%) of the cost of replacement of all fixtures in the demised premises in the event of fire, extended coverage, vandalism or malicious mischief and special extended coverage. Lessee agrees to carry Lessor as an additional insured party, and such insurance policy shall contain the endorsement that such insurance may not be cancelled or amended with respect to Lessor, without thirty (30) days written notice by registered mail, to Lessor, by the insurance company; and that Lessee shall be solely responsible for the payment of premiums; and that Lessor shall not be required to pay any premiums for insurance; and in the event of payment of any loss covered by such policy, Lessor shall be paid first by the insurance company for its loss, and Lessee waives the right of subrogation against Lessor for any reason whatsoever. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against Lessor. The original policy of all such insurance shall be delivered by Lessee to Lessor, within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Lessee's liability under the following paragraph.

If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot be reasonably be completed within sixty (60) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification provided for hereinabove.

If the leased premises should be damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) working days, this lease shall not terminate, and it shall be the responsibility of Lessee to rebuild or repair said damage at Lessee's expense.

Monies received from insurance proceeds due to damage proceeds will be applied toward rebuilding improvements upon the premises. If the improvements cannot be rebuilt as above specified insurance proceeds shall be split between Lessee

and Lessor upon a pro rata basis mutually agreed upon by the parties.

Lessee shall, at its own expense, require contractor liability insurance during the construction of all structures on the leased premises.

ARTICLE SEVEN

Non-Assignment

Lessee shall not, at any time during the term of this lease, or in any manner, either directly or indirectly, assign, sublease, hypothecate, or transfer this agreement or any interest therein without prior written consent of the Lessor. Lessor shall not unreasonably withhold consent under this provision.

Should a lending institution require first lien on Lessee's leasehold interest and require collateral assignment of said lease to the financial institution, Lessor agrees that this will not violative of the Lease Agreement. Any assignment, hypothecation, or pledge shall not be effective without the prior written consent of the City of Lockhart and such consent shall not be unreasonably withheld. Prior to such assignment, sublease, hypothecation or pledge of this lease as provided for in this paragraph, Lessee shall provide Lessor's City Manager with a copy of said assignment, sublease, hypothecation or pledge and of any and all agreements collateral thereto. In the event that the City of Lockhart approves the proposed assignment, sublease, hypothecation or pledge a copy thereof shall be

filed with the City Secretary of the City of Lockhart. It is specifically understood and agreed by the parties that any assignment of this lease or hypothecation thereof shall not create any type of lien upon the realty or create any further obligation upon Lessor as a result of such assignment or hypothecation thereof.

ARTICLE EIGHT

Indemnity

(a) Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability, and legal defense expense in connection with the loss of life, bodily or personal injury or property damage arising from or out of any occurrence in or upon the demised premises, or occasioned wholly or in part by any act or omission of Lessee, his agents, contractors, employees, servants, invitees or licensees, in their use of the demised premises, the runways and taxiways, and any other area within the City of Lockhart Airport; and

(b) Lessee shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures, machinery, airplane or airplane parts or any other personal property of Lessee; and

(c) Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee, for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or

omissions of persons occupying adjacent, connecting or adjoining premises; and

(d) Lessor shall not be responsible or liable for any defect, latent or otherwise, on any building in the airport area, or of any of the equipment, machinery, utilities, appliances or apparatus therein or thereupon, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or any other person caused by or resulting from any bursting, breakage, or by or from leakage, steam, snow or ice, running, backing up, seepage or the overflow of water or sewage in any part of said premises, or for any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any said buildings, equipment, machinery, utilities, appliances or apparatus by any person or by or from the acts of negligence of any occupant of the premises; and,

(e) Lessee shall give prompt notice to Lessor in case of fire or accidents in the demised premises.

ARTICLE EIGHT

General Construction Standards

In addition to all code requirements of the City of Lockhart and any other legal entity or sub-entity, the following shall be the minimum construction standards for the construction of the hangar to be placed on property listed in Exhibit "A" and incorporated by reference:

(1) Hangar shall be of all metal materials to include all supports and exterior siding.

(2) Exterior metal siding shall be of minimum 29 gauge white painted and finished.

(3) All construction shall be on pier and beam with footings appropriate to support the structure. Interior flooring of the hangar so constructed shall be of a slab of sufficient depth (minimum of five inches thick) with steel and wire support to adequately hold the weight of an aircraft.

(4) All utilities, to include electrical service shall be brought underground to the structure at the sole expense of Lessee. The City of Lockhart hereby grants an easement for that purpose to Lessee.

(5) Foundation shall be with concrete footings under all uprights or columns.

(6) Hangar shall be of a gable style of a design approved by the City.

ARTICLE NINE

General Rights and Duties of Parties

The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

(a) Lessee agrees to observe and obey during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any

other property authority having jurisdiction over the conduct of operations at the airport.

(b) So long as Lessee comports himself in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

(c) With regard to permanent improvements either in place or to be placed upon the premises by Lessee, Lessee hereby agrees to the following provisions:

(i) Permanent improvements placed upon the premises by Lessee during the term of this lease shall revert to Lessor on termination of this Lease.

(ii) Lessee shall provide proof of timely payment on all notes on improvements at a minimum of once annually by providing all appropriate documents to the City Manager of the City of Lockhart.

(iii) All loans upon permanent improvements placed upon the premises by Lessee shall be paid in their entirety and any liens placed upon improvements as a result of those construction loans shall be released no later than five (5) years prior to the termination of this lease agreement.

(iv) No equity or other type of loan which results in additional lien or liens on existing improvements shall be allowed without the expressed written consent of Lessor.

(d) Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

(e) Lessor hereby designates the City Manager, City of Lockhart at its official representative with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this agreement.

(f) Notice to Lessor as herein provided shall be sufficient if sent by registered mail, postage prepaid, to the City Manager, of the City of Lockhart, at 308 West San Antonio Street, Lockhart, Texas, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at P. O. Box 91752, Austin, Texas 78709, or such other addresses as may be designated by Lessor or Lessee in writing from time to time.

(g) Lessee shall keep the premises, as described hereinabove, clean and all grass areas within the leased premises properly mowed. He shall dispose of all debris and other waste matter which may accumulate on the leased premises at Lessee's expense, and shall provide metal containers with proper covers for waste within the building to be erected on said premises. Should Lessee fail to mow grassy areas, or dispose of waste, trash or junked vehicles, Lessor shall have the right to do so, and Lessee shall be

billed for this work. Lessee shall forthwith remit payment to Lessor, should this occur.

(h) Lessee shall pay all taxes and assessments against the buildings placed on the premises by the Lessee during the term of this agreement.

(i) Lessee hereby grants a lien to the Lessor upon all property belonging to Lessee in and on the premises as a possessory pledge to secure the timely performance by Lessee of all of its obligations hereunder, including the proper payment of rent. In the event of default by Lessee, Lessor is and shall be empowered and authorized to seize and hold all of the personal property belonging to Lessee on the premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due Lessor hereunder, holding the balance remaining, if any, subject to Lessee's order. A copy of this agreement shall be the only warrant necessary. Lessee hereby waives any and all exemptions of such property either now or to be later located upon the leased premises.

(j) Lessee agrees and covenants that in the event that any proceedings in bankruptcy or in solvency shall be instituted against Lessee, whether voluntary or involuntary, Lessor may, at its option, declare this lease forfeited and terminated, and upon such declaration Lessee agrees to give and deliver immediate possession of the premises to Lessor.

(k) Lessee shall have the right of ingress to and egress from the demised premises, which right shall extend to Lessee's passengers, guests and invitees.

(l) Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

ARTICLE TEN

Abatement Due To Airport Closure

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for its business operations, the rent shall abate and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.

ARTICLE ELEVEN

Police Protection

Lessor does not guarantee police protection to Lessee and his property, and Lessor shall not be responsible for injury or harm to any person or for any property belonging to Lessee, his officers, agents, servants, employees, contractors, licensees or invitees which may be stolen, destroyed or in anyway damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants, and employees from and against any and all such claims.

ARTICLE TWELVE

Right of Entry By Lessor

Lessor reserves the right to enter and view the premises at any and all times for the purposes of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this agreement.

ARTICLE THIRTEEN

Aerial Approaches

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the leased property which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to air navigation.

ARTICLE FOURTEEN

National Emergency

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

ARTICLE FIFTEEN

Lease Subordinate

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Texas and/or the United States, relative to the operation or maintenance of the airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of Federal funds for the development of the Airport.

ARTICLE SIXTEEN

General Provisions

(a) This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding, oral or written, not contained herein shall be recognized or enforced. This Agreement may be modified only by written addendum hereto signed by all of the parties.

(b) This Agreement shall be binding upon the successors, heirs, assigns, and legal representatives of the Lessor and Lessee.

(c) For the purpose of this Agreement, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

(d) The captions and headings in this Agreement are inserted solely for convenience of references, and are not a part of nor intended to govern, limit and/or aid in the construction of any provision hereof.

(e) Each of the parties heretofore been represented by the attorneys of their choice in the negotiation and drafting of this Agreement, and the same shall not be construed in favor of either party.

(f) This Contract shall be governed by the laws of the State of Texas and construed thereunder, and is performable in Caldwell County, Texas.

(g) If any section, paragraph, sentence or phrase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Contract.

(h) Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer, commercial refuse pickup, and any and all other utilities used on the leased premises throughout the terms of this Lease, including any connection fees.

(i) The Lessee and its successor and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction of Alteration", and receive a favorable determination from FAA prior to any construction on the property, if deemed necessary by the FAA.

(j) The following events shall be deemed to be events of default by Lessee under this lease:

- (1) Lessee fails to pay any installment of rent under this lease and the failure continues for a period of thirty (30) days.

- (2) Lessee fails to comply with any term, provision, or covenant of this lease, other than payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.
- (3) Lessee makes an assignment for the benefit of creditors.
- (4) Lessee deserts any substantial portion of the premises for a period of ninety (90) or more days.
- (5) The abandonment of the leased premises or discontinuance of Lessee's business operations. Should this occur, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to remove the same from the leased premises for storage or disposal.

Upon default by Lessee of any terms hereunder, Lessee shall surrender the premises upon demand by Lessor without notice, protest, or recourse.

(k) It is understood and agreed that by execution of this lease, the City of Lockhart does not waive or surrender its governmental powers.

ARTICLE SEVENTEEN

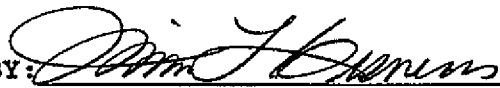
Reverter Clause

In the event that Lessee fails to complete construction upon the hangar facility within one hundred eighty (180) days from the date of the signing of this Lease Agreement, this Lease shall become nullity and of no force and effect. All property described in Exhibit "A" attached hereto shall be deemed to be automatically reverted to the City of Lockhart and Lessee shall have no right under this Lease Agreement to enter on to or remain upon the leased premises.

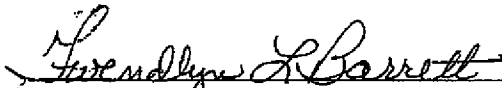
IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

LESSOR:

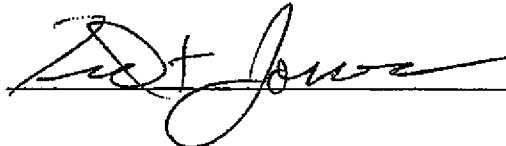
CITY OF LOCKHART

BY: 
M. LOUIS CISNEROS, MAYOR

ATTEST:


GWEN BARRETT, CITY SECRETARY

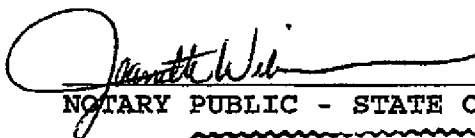
LESSEE:

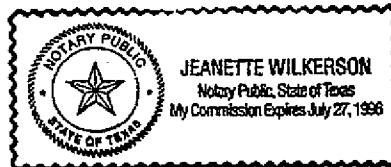


THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared M. LOUIS CISNEROS, Mayor of the City of Lockhart, Texas, a Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19 day of September, 1994.


NOTARY PUBLIC - STATE OF TEXAS



THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

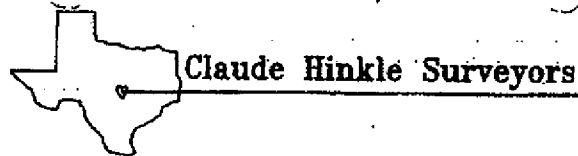
BEFORE ME, the undersigned authority, on this day personally appeared TED JONES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the
16th day of September, 1994.



Carol Jene Watts
NOTARY PUBLIC - STATE OF TEXAS

EXHIBIT "A-1"



All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Esther Berry Survey and being also a part of a tract of land called 248 acres and conveyed to the City of Lockhart by deed recorded in Volume 223 Page 3 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at an iron pin set for the NE corner this tract and from which iron pin the SE corner of a 5.00 acre tract of land conveyed to Lockhart Airport Development Inc. by deed recorded in Volume 492 Page 540 of the said Deed Records bears N 38 degrees 45 minutes 19 seconds E 846.89 feet.

THENCE S 03 degrees 04 minutes 17 seconds W 45.00 feet to an iron pin set for the SE corner this tract.

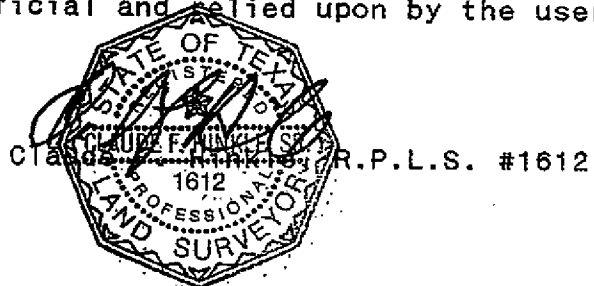
THENCE N 86 degrees 55 minutes 43 seconds W 65.00 feet to an iron pin set for the SW corner this tract.

THENCE N 03 degrees 04 minutes 17 seconds E 45.00 feet to an iron pin set for the NW corner this tract.

THENCE S 86 degrees 55 minutes 43 seconds E 65.00 feet to the place of beginning containing 2925 square feet of land.

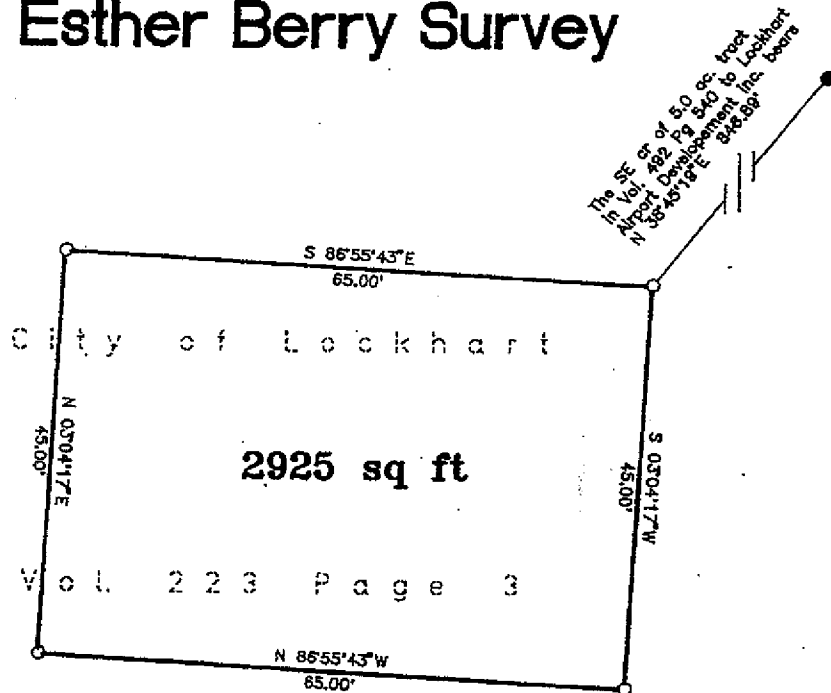
2

I hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Caldwell County, Texas

Esther Berry Survey



Lat: 29°51'06.4" N 248 a.c.
 Long: 97°40'11.2" W

SURVEY PLAT

Showing a 2925 sq ft tract of land out of the Esther Berry Survey in the City of Lockhart, Caldwell County, Texas. I hereby certify that the foregoing plat is a true and correct representation of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

Scale 1"=20'



Claude Hinkle #1612

Field Book: d.c.	Drawn By: JLW
Job No. 91494a	Drawing: 91494a.dwg
Date: September 14, 1994	Word Disk: Begin 90194
Surveyed By: JLW BMP CFH	Autocad Disk: Begin 90194



Claude Hinkle Surveyors

1409 South Main St.
 P. O. Box 1027
 Lockhart, Texas 78644

EXHIBIT "A-3"

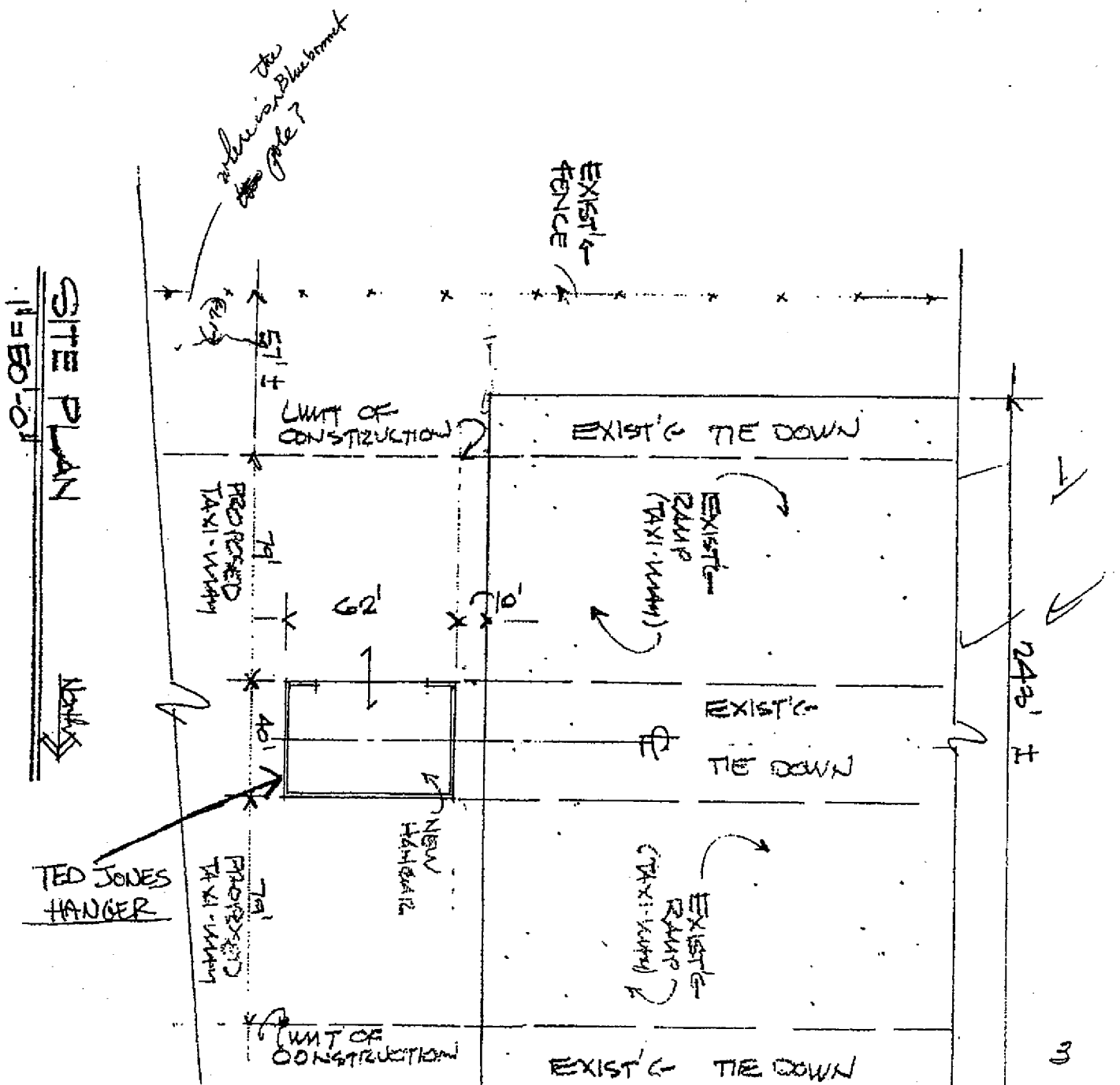


EXHIBIT B – FIRST LEASE EXTENSION



**ASSIGNMENT and RELEASE
of the September 16, 1994 Airport
Ground Lease City of Lockhart Airport**

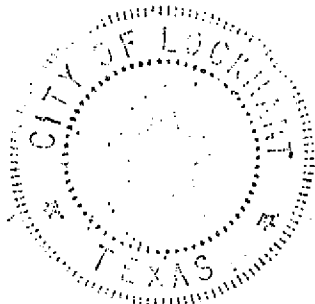
Date of this Addendum: September 11, 2018

History

On September 16, 1994, a ground lease (the "Lease") was entered into by and between the City of Lockhart, Texas (the "City") as Lessor, and Ted Jones as Lessee, regarding the real property located at the City of Lockhart Airport and further described in the Lease, attached hereto as **Exhibit A**. On April 13, 2018, Ted Jones transferred the building and assigned the Lease to Phillip Cline, as evidenced in **Exhibit B**, attached hereto, making Mr. Cline the Assignee under the Lease, subject to approval by the City.

NOW, THEREFORE, the parties agree as follows:

1. The Lessor, Ted Jones, and Phillip Cline enter into this Assignment and Release to provide for the assignment of the Lease to Phillip Cline. From and after the effective date hereof, Ted Jones is released from all obligations under the Lease.
2. Ted Jones consents to be released from the Lease.
3. Phillip Cline accepts the leased premises "as is and with all faults" and consents to assume and be bound by all of the terms of the Lease, and to the release of Ted Jones from the Lease. After the effective date hereof, Phillip Cline shall be bound to perform all of the Ted Jones' obligations under the Lease.
4. Phillip Cline acknowledges that the leased premises described in the Lease shall be used only for those purposes permitted by the Lease, and he further acknowledges that the term of the Lease ends on September 16, 2019, except as otherwise provided in the Lease.
5. This Assignment and Release must be approved in accordance with Article 7, page 10, and Article 16(a), page 19, of the Lease, at a regularly scheduled meeting of the Lockhart City Council, as evidenced by the attested signature of the Lockhart Mayor on this instrument.
6. This instrument is effective upon its execution by all parties hereto and shall be attached to and incorporated for all purposes in the Lease.



CITY OF LOCKHART (Lessor):

Lew White
Lew White, Mayor

ATTEST:

Connie Constanancio
Connie Constanancio, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning
Peter Gruning
City Attorney

Lessee:

Ted Jones
Ted Jones
~~2101 S. Colorado Street~~
~~Lockhart, Texas 78644~~
214 MARTIN
NEER SPRING AB 72543

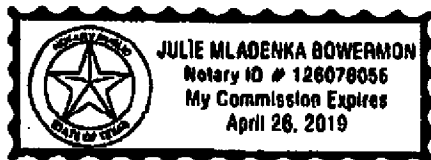
STATE OF TEXAS §
§
COUNTY OF CALDWELL §

Assignee:

Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas 78644

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of the City of Lockhart, Texas, a Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 18th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
Notary Public

STATE OF TEXAS §
 COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared Phillip Cline, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
 Notary Public

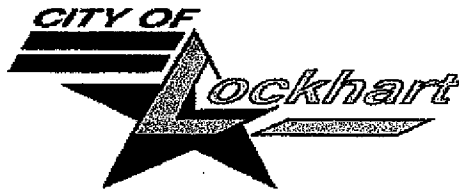
Arkansas
 STATE OF ~~TEXAS~~ §
 COUNTY OF ~~CALDWELL~~ §
Cleburne

BEFORE ME, the undersigned authority, on this day personally appeared Ted Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of September, 2018.

Shanda K Willis
 Notary Public





EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT is made by and between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart (the City), a Texas Municipal Corporation, herein referred to as the Lessor.

1. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the Lease) that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. The Leased Premises includes the tract of land and the structure thereon. A copy of the Lease is attached as **Exhibit A**. Such assumption was subject to approval by the City, which was given on September 18, 2018.

2. Phillip Cline wishes to extend the Lease until 2024. The City and Phillip Cline agree to such extension with the following additions to the Lease:

a) The Lease shall begin on September 16, 2019 and end on September 16, 2024.

b) Phillip Cline is responsible for all utility payments and maintenance of the Leased Premises.

c) Phillip Cline immediately will purchase, at his sole expense, an insurance policy for the value of the structure on the Leased Premises, naming the City as an additional insured, and will provide a copy of the insurance policy to the City.

d) For the term of the Lease extension, Phillip Cline agrees to pay rent to the City for the Leased Premises as follows:

-- On or before September 16 of each year: 18 cents per sq. ft. x 2,925 sq. ft., totaling \$526.50; and

-- On or before the first of each month: \$121.88.

3. The Lockhart City Council finds that this extension of the Lease serves a public purpose by provided for productive use of the Leased Premises that benefits the community.

4. Phillip Cline agrees to fulfill all the terms and covenants of the Lease and this renewal, including making all payments due to or payable on behalf of the City when due and payable.

Lessee:

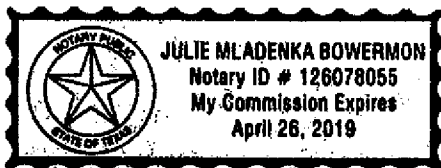
Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas

Sept 19, 2018
Date

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
Notary Public

City of Lockhart, Texas:

Lew White
Lew White
Mayor

Attest:

Connie Constancio
Connie Constancio, TRMC
City Secretary

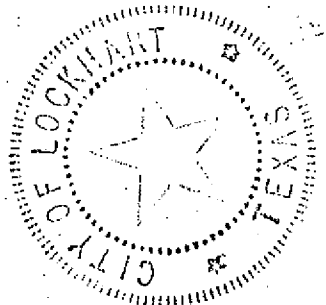


Exhibit A

SUBJECT: Hangar lease transfer
DATE: April 13, 2018
TO: Vance Rodgers, Lockhart City Manager
FROM: Ted Jones

I hereby transfer the building, contents, and lease on the Plane Talk Hangar located at 205 Airport Way from Ted Jones to Phillip Cline, 3815 Old McMahan Road, Lockhart, Texas, 78644.

Effective Date: April 13, 2018

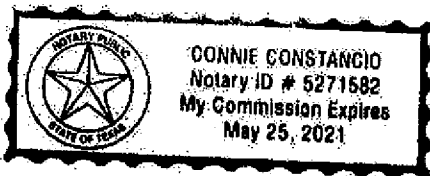
ACCEPTED:

Ted Jones
Ted Jones

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Ted Jones.



Connie Constancio
Notary Public

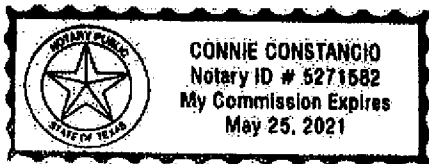
ACCEPTED:

Phillip Cline
Phillip Cline

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Phillip Cline.



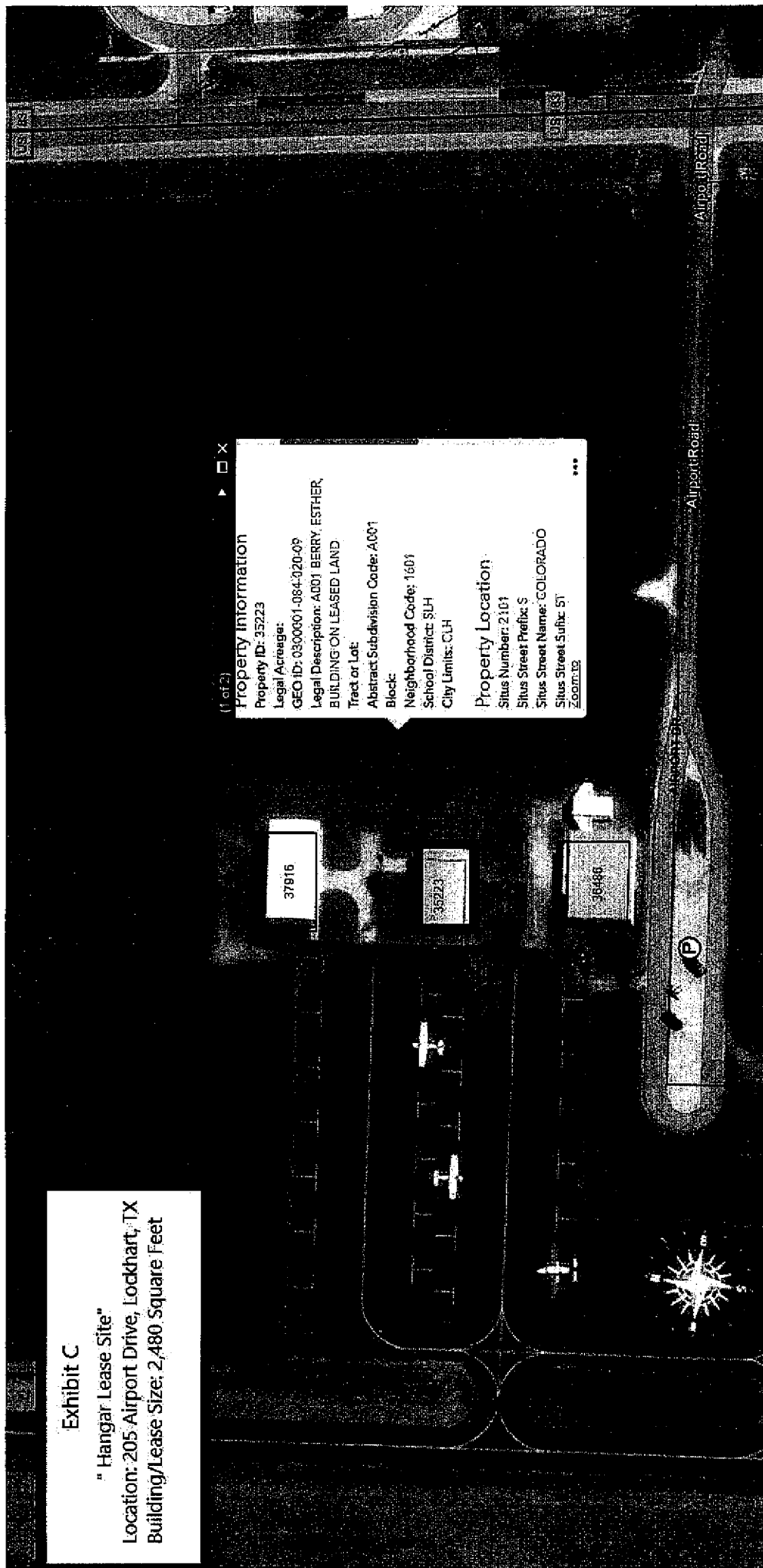
Connie Constancio
Notary Public

EXHIBIT C – DESCRIPTION OF LEASED PREMISES

Exhibit C

" Hangar Lease Site"

Location: 205 Airport Drive, Lockhart, TX
Building/Lease Size: 2,480 Square Feet



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Presentation of the City of Lockhart's Fiscal Year (FY) 2026-2027 Proposed Budget and consider the Lockhart Economic Development Corporation's Budget for FY 2026-2027, and set two public hearings on the FY 2026-2027 City of Lockhart Proposed Budget.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: According to the City of Lockhart Charter, Article 9, Section 9.07, Public Hearing on Budget, the City Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.

According to the Lockhart Economic Development Corporation's bylaws, Article 4, Section 3 Annual Corporate Budget, the President shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption.

The City of Lockhart is required by Charter to hold one public hearing on the budget. Staff recommends conducting two public hearings to allow the citizens of Lockhart the opportunity to discuss any item or amount presented in the proposed FY 2026-2027 Budget. The following dates are presented to the Council for public hearings:

- August 18, 2026 at 7:30 p.m.
- September 1, 2026 at 7:30 p.m.

To be held in the Council Chambers located at the Clark Library Annex - 217 South Main Street, 3rd floor, Lockhart, Texas. The City of Lockhart and the Lockhart Economic Development budget for FY 2026-2027 can be located on the City's website and hard copies are located in City Hall and the City Library.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request the approval of the Lockhart Economic Development Corporation's budget and of the two dates presented to Council for public hearings on the City's proposed budget.

LIST OF SUPPORTING DOCUMENTS: FYE 2027 - Proposed Budget - 08.04.26 - Fund Summary

**CITY OF LOCKHART
PROPOSED BUDGET
FISCAL YEAR 2026-27**

	FYE 2024	FYE 2025	FYE 2026 AMENDED	FYE 2027 PROPOSED
	ACTUAL	ACTUAL	BUDGET	BUDGET
REVENUE SUMMARY				
GENERAL FUND	16,955,018	16,985,347	17,172,870	18,260,751
DEBT SERVICE FUND	2,148,775	2,642,213	2,735,537	3,660,313
ELECTRIC FUND	12,694,915	14,312,474	14,388,100	15,519,000
WATER FUND	5,477,413	8,866,390	8,304,087	9,077,587
WASTEWATER FUND	3,351,177	3,718,082	3,566,500	4,254,721
SOLID WASTE FUND	2,178,773	2,238,125	2,283,014	3,100,274
AIRPORT FUND	148,913	158,376	197,500	145,500
LOCKHART ECO DEV FUND	1,879,462	1,966,749	1,969,335	2,031,000
HOTEL MOTEL OCCUPANCY	181,703	185,435	249,000	253,500
TOTAL - REVENUES	45,016,149	51,073,191	50,865,943	56,302,646

EXPENSE SUMMARY					DELTA
GENERAL FUND	15,050,134	21,047,297	17,088,593	18,258,546	2,205
DEBT SERVICE FUND	1,659,369	1,665,183	2,600,524	3,470,831	189,482
ELECTRIC FUND	13,516,137	15,019,243	14,363,750	15,459,385	59,615
WATER FUND	7,221,586	8,903,700	7,954,820	8,742,273	335,314
WASTEWATER FUND	3,028,502	3,630,064	3,527,458	4,248,226	6,495
SOLID WASTE FUND	2,222,378	2,588,331	2,248,847	3,021,902	78,372
AIRPORT FUND	86,344	155,929	117,390	122,817	22,683
LOCKHART ECO DEV FUND	1,132,297	1,791,376	1,499,113	1,937,879	93,121
HOTEL MOTEL OCCUPANCY	202,615	250,013	222,500	250,000	3,500
TOTAL - EXPENSES	44,119,362	55,051,136	49,622,995	55,511,859	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discussion regarding setting the 2026 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The action taken by the City Council is required by the State of Texas in adherence with the Truth-In-Taxation laws.

If the proposed tax rate exceeds either the No New Revenue (NNR) rate or Voter Approval Rate (VAR), a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one (1) public hearing regarding the proposed tax rate set by the Council.

Staff recommends the aforementioned public hearing to be scheduled on September 1, 2026, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas.

Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. The 2026 Voter Approval Rate (VAR), as prepared by the CAD, is 0.6200/\$100 assessed valuation. This rate includes the unused increment rate.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: It is staff's recommendation that the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

City Council set a tax rate for 2026; record the vote; schedule a public hearing on September 1, 2026 and announce the date, time, and location of the public hearing.

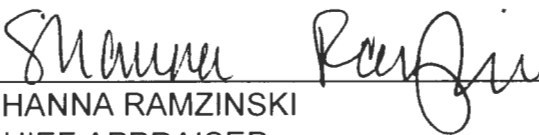
LIST OF SUPPORTING DOCUMENTS: City of Lockhart 2026 Tax Rate Calculations

2026 NO-NEW-REVENUE AND VOTER-APPROVAL TAX RATE INFORMATION

CITY OF LOCKHART

	TOTAL
2025 TAX RATE	0.5541/\$100
2026 NO-NEW-REVENUE TAX RATE	0.5452/\$100
2026 VOTER-APPROVAL TAX RATE	0.6200/\$100
2026 UNUSED INCREMENT RATE	0.0000/\$100
2026 VOTER-APPROVAL RATE ADJUSTED FOR UNUSED INCREMENT RATE	0.6200/\$100
2026 DE MINIMUS TAX RATE	0.6353/\$100

SUBMITTED TO CITY OF LOCKHART THE 31st DAY OF July 2026.


SHANNA RAMZINSKI
CHIEF APPRAISER
CALDWELL COUNTY APPRAISAL DISTRICT

Received and Approval from Taxing Entity

Date

2026 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Lockhart

Taxing Unit Name

PO Box 239, Lockhart, 78644

Taxing Unit's Address, City, State, ZIP Code

(512) 398-3641

Phone (area code and number)

www.lockhart-tx.org

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.¹ Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ²	\$ 1,910,819,251
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ³	\$ 277,291,862
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,633,527,389
4.	Prior year total adopted tax rate.	\$ 0.5541 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values:..... \$ 10,007,453 B. Prior year values resulting from final court decisions:..... - \$ 9,850,074 ✓ C. Prior year value loss. Subtract B from A. ⁴	\$ 157,379

¹ Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(14)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 8,552,000 B. Prior year disputed value: - \$ 6,800,000 C. Prior year undisputed value. Subtract B from A. ⁵	\$ 1,752,000
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 1,909,379
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,635,436,768
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year. Enter the prior year value of property in deannexed territory. ⁶	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 5,384,896 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 24,564,828 C. Value loss. Add A and B. ⁷	\$ 29,949,724
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 544,468 B. Current year productivity or special appraised value: - \$ 7,410 C. Value loss. Subtract B from A. ⁸	\$ 537,058
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 30,486,782
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁹ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,604,949,986
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 8,893,027
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ¹⁰	\$ 6,005
17.	Adjusted prior year levy with refunds. Add Lines 15 and 16. ¹¹	\$ 8,899,032

⁵ Tex. Tax Code §26.012(13)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.012(15)⁹ Tex. Tax Code §26.03(c)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹²	
A.	Certified values: \$ 1,767,944,039	
B.	Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0	
C.	Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0	
D.	Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. ¹³ Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110. ¹⁴ Enter the total from Form 50-110: - \$ 0	
E.	Total current year value. Add A and B, then subtract C and D.	\$ 1,767,944,039
19.	Total value of properties under protest or not included on certified appraisal roll. ¹⁵	
A.	Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁶ \$ 185,880,839	
B.	Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁷ + \$ 0	
C.	Total value under protest or not certified. Add A and B.	\$ 185,880,839
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁸	\$ 271,697,350
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁹ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ²⁰ If completing this line, the taxing unit must include supporting documentation in Section 9. ²¹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²²	\$ 1,682,127,528
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ²³	\$ 1,382,770
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ²⁴	\$ 48,520,235

¹² Tex. Tax Code §§26.012(6) and 26.04(c-2)¹³ Tex. Tax Code §26.03(c)¹⁴ Tex. Tax Code §26.03(e)¹⁵ Tex. Tax Code §26.01(c) and (d)¹⁶ Tex. Tax Code §26.01(c)¹⁷ Tex. Tax Code §26.01(d)¹⁸ Tex. Tax Code §26.012(6)(B)¹⁹ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)²⁰ Tex. Tax Code §26.012(1-a)²¹ Tex. Tax Code §26.04(d-3)²² Tex. Tax Code §26.012(6)²³ Tex. Tax Code §26.012(17)²⁴ Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 49,903,005
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 1,632,224,523
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²⁵	\$ 0.5452 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁶	\$ 0.0000 /\$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing unit's overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.²⁷ This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.4113 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,635,436,768
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 6,726,551
32.	Adjusted prior year levy for calculating NNR M&O rate. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + \$ 4,425 Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. - \$ 0 Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 4,425 - Add Line 31 to 32D.	\$ 6,730,976
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,632,224,523
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.4123 /\$100

²⁵ Tex. Tax Code §26.04(c)

²⁶ Tex. Tax Code §26.04(d)

²⁷ Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
35.	Rate adjustment for state criminal justice mandate. ²⁸ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ <u>0</u> B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁹ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ <u>0</u> B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose. - \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100
37.	Rate adjustment for county indigent defense compensation. ³⁰ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ <u>0</u> B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100
38.	Rate adjustment for county hospital expenditures. ³¹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ <u>0</u> B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100

²⁸ Tex. Tax Code §26.044²⁹ Tex. Tax Code §26.0441³⁰ Tex. Tax Code §26.0442³¹ Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ 0.0000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.0000 /\$100
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ 0.4123 /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 0 B. Divide Line 41A by Line 33 and multiply by \$100 \$ 0.0000 /\$100 C. Add Line 41B to Line 40.	\$ 0.4123 /\$100
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ 0.4267 /\$100
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. ³² If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: A. The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 ³³ \$ _____ /\$100 - or - B. The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. ³⁴ Complete Section 5 through Line 68 to complete D42(B). a. Enter the disaster relief cost. \$ _____ b. Disaster relief rate. Divide Line D42(B)(a) by Line 26 and multiply by 100 \$ _____ /\$100 c. Add Line D42(B)(b) to Line 42. \$ _____ /\$100 d. Enter the current year unused increment rate from Line 68 \$ _____ /\$100 e. Add Line D42(c) to Line D42(d). \$ _____ /\$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. C. Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). ³⁵ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	\$ _____ /\$100

³² Tex. Tax Code §26.042³³ Tex. Tax Code §26.042(a-2)(1)³⁴ Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)³⁵ Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³⁶ Enter debt amount \$ 3,470,032 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 3,470,032	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³⁷	\$ 249,431
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 3,220,601
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁸ 99.00 % B. Enter the prior year actual collection rate 102.00 % C. Enter the 2024 actual collection rate 99.00 % D. Enter the 2023 actual collection rate 100.00 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁹ 99.00 %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 3,253,132
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,682,127,528
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.1933 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.6200 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	\$ _____ /\$100
51.	COUNTIES ONLY. Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	\$ 0.0000 /\$100

³⁶ Tex. Tax Code §26.012(7)³⁷ Tex. Tax Code §526.012(10) and 26.04(b)³⁸ Tex. Tax Code §26.04(b)³⁹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ⁴⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ _____
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ⁴¹ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ⁴² - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ _____/\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ⁴³ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ _____/\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ⁴⁴ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ _____/\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ _____/\$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴⁶	\$ _____
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ _____/\$100
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ _____/\$100

⁴⁰ Tex. Tax Code §26.041(d)⁴¹ Tex. Tax Code §26.041(i)⁴² Tex. Tax Code §26.041(d)⁴³ Tex. Tax Code §26.04(c)⁴⁴ Tex. Tax Code §26.04(c)⁴⁵ Tex. Tax Code §26.045(d)⁴⁶ Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴⁷ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁸

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁵⁰ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁵¹

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁵²

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value	
	A. Voter-approval tax rate (Line 69)	\$ 0.5541 /\$100
	B. Unused increment rate (Line 68)	\$ 0.0000 /\$100
	C. Subtract B from A	\$ 0.5541 /\$100
	D. Adopted Tax Rate	\$ 0.5541 /\$100
	E. Subtract D from C	\$ 0.0000 /\$100
	F. 2025 Total Taxable Value (Line 61)	\$ 1,632,729,207
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
65.	Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68)	\$ 0.5093 /\$100
	B. Unused increment rate (Line 67)	\$ 0.0000 /\$100
	C. Subtract B from A	\$ 0.5093 /\$100
	D. Adopted Tax Rate	\$ 0.5093 /\$100
	E. Subtract D from C	\$ 0.0000 /\$100
	F. 2024 Total Taxable Value (Line 60)	\$ 1,445,982,735
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.5348 /\$100
	B. Unused increment rate (Line 66)	\$ 0.0000 /\$100
	C. Subtract B from A	\$ 0.5348 /\$100
	D. Adopted Tax Rate	\$ 0.5348 /\$100
	E. Subtract D from C	\$ 0.0000 /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ 1,217,792,799
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 0.0000
68.	2026 Unused Increment Rate. Divide Line 67 by Line 22 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ 0.0000 /\$100
69.	Total 2026 voter-approval tax rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.6200 /\$100

⁴⁷ Tex. Tax Code §26.013(b)

⁴⁸ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴⁹ Tex. Tax Code §26.04(c)(2)(A) and 26.042(a)

⁵⁰ Tex. Tax Code §26.0501(a) and (c)

⁵¹ Tex. Local Gov't Code §120.007(d)

⁵² Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁵³

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁵⁴

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.4123 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,682,127,528
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.0297 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.1933 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.6353 /\$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁵

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2025 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
76.	Adjusted 2025 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵⁶ If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁷ Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	\$ _____ /\$100
77.	Increase in 2025 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ _____ /\$100
78.	Adjusted 2025 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ _____
80.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁸	\$ _____ /\$100
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ _____ /\$100

⁵³ Tex. Tax Code §26.012(8-a)

⁵⁴ Tex. Tax Code §26.063(a)(1)

⁵⁵ Tex. Tax Code §26.042(b)

⁵⁶ Tex. Tax Code §26.042(c)

⁵⁷ Tex. Tax Code §26.042(b)

⁵⁸ Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.5452 /\$100

As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27**Voter-approval tax rate.** \$ 0.6200 /\$100

As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69**De minimis rate.** \$ 0.6353 /\$100

If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and SignatureEnter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹**print
here** ▶Vicki Schneider

Printed Name of Taxing Unit Representative

**sign
here** ▶Vicki Schneider

Taxing Unit Representative

7/27/2026

Date

⁵⁹ Tex. Tax Code §26.04(c-2) and (d-2)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discussion regarding a Payment Services Agreement with Western Union Financial Services, Inc. to expand utility bill payment options for City of Lockhart utility customers.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Lockhart residents currently have several options for paying their utility bills. Payments may be made in person or by phone at City Hall or Municipal Court, at either of the payment kiosks located at City Hall or Municipal Court, through the City's online payment portal, by text-to-pay, or by calling the Interactive Voice Response (IVR) system. Credit card and e-check payments are subject to a 3.25% processing fee, which is collected by the City's payment processor, Global Payments.

If the agreement with Western Union Financial Services, Inc. is approved, residents will have the additional option of paying their utility bills at any participating Western Union location, including the local Walmart, Walgreens, and H-E-B. To make a payment at a Western Union location, residents will need to provide their utility account number, the name and service address associated with the account, and their phone number. Western Union currently charges a \$2.00 processing fee for this service. This fee is not collected by the City and is subject to change at Western Union's discretion.

The agreement with Western Union Financial Services, Inc. will provide City of Lockhart residents with an additional payment option for utility bills that may offer a lower processing fee than existing credit card and e-check payment methods. Staff recommends approval of the agreement and authorization for the City Manager to execute all necessary documents.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the agreement and authorization for the City Manager to execute all necessary documents.

LIST OF SUPPORTING DOCUMENTS: Western Union Payments Agreement - City of Lockhart

WESTERN UNION PAYMENT SERVICES AGREEMENT

This Payment Services agreement (the “**Agreement**”) for the Western Union Payments (“**Service(s)**”) is between Western Union Financial Services, Inc., a Colorado corporation (“Western Union”), having a principal office at 7001 E. Bellevue Avenue, Denver, Colorado 80237, and the undersigned (“**Client**”). Western Union and Client may be referred to singularly as “**Party**” or collectively as the “**Parties.**”

Legal Name of Client:	Contact Person	
on behalf of Itself and Its Approved Affiliates		
DBA:	Title:	
Street Address:	Floor/Suite:	
City:	State:	Zip Code:
Telephone:	Tax ID:	

By signing this Agreement, Client certifies that the information provided herein is complete and accurate, and agrees to the Terms and Conditions attached hereto. This Agreement is not binding on Western Union until signed by Western Union. The effective date of this Agreement (the “**Effective Date**”) shall be the last date indicated below.

CLIENT:	on behalf of Itself and Its Approved Affiliates	WESTERN UNION FINANCIAL SERVICES, INC.	
By:	<i>(Must be signed by Corporate Officer or Owner of Client)</i>	By:	<i>(signature required)</i>
Name:	<i>(print name)</i>	Name:	<i>(print name)</i>
Title:		Title:	
Date:		Date:	

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TERMS AND CONDITIONS

The Parties agree as follows:

1. Western Union agrees to receive payments from customers of Client (“**Customers**”) and remit those Customer payments (“**Payments**”) to Client. Client will inform Customers that they may make Payments to Client through Western Union, including Western Union agent (“**Agent**”) locations, or other Western Union Payment channels including, as applicable, Western Union internet, mobile, telephone or other functionality. In order to initiate a Payment, Customers must provide Western Union with: (a) the account number to which the Payment is to be credited and (b) funds equal to the amount to be credited on the Customer’s account (maximum Payment of \$5,000), plus Western Union’s fee (“**Service Fee**”), (c) if applicable, a designation of Customer’s desired speed of Payment delivery, (d) the applicable Code City; and (e) such other information as Western Union or the Agent may reasonably request. Each Customer must also agree to the Western Union terms and conditions applicable to the Service (e.g. those terms and conditions set forth on the appropriate Western Union Send Form, website or IVR).
2. Approved Affiliates. Western Union shall also provide the Services to those affiliates of Client that (i) meet Western Union’s Service requirements and (ii) are specifically accepted and approved in writing by Western Union as an additional party to the Agreement (with each party-entity an “**Approved Affiliate**”). The initial list of Approved Affiliates shall be set forth on Exhibit B. Client agrees to provide such reasonable information and documentation regarding each entity it wishes to add as an Approved Affiliate as Western Union may reasonably request. Each Approved Affiliate shall be a party to the Agreement. Collectively, Client and all Approved Affiliates shall be considered “**Client**” as set forth and described in the Agreement. Client represents and warrants that it has the authority to execute this Agreement and amendments, addenda, and exhibits to the Agreement on behalf of each Approved Affiliate. Services.
3. Western Union Payment Services.
 - 3.1. Notification of Processed Payments. Western Union will provide Client with a Transaction Summary Report that includes key information on all Processed Payments since the prior Transaction Summary Report (“**Notification of Processed Payments**”) through Western Union’s online portal (“**Payment Portal**”). A Payment will be included on the Transaction Summary Report on the first Business Day (“**Transmission Day**”) following each day (“**Transaction Day**”). The Payment Portal may also allow Client to research in-process Payments; however a Payment is not guaranteed to Client until it is processed and reflected in a Transaction Summary Report (“**Processed Payment**”). “**Transaction Summary Report**” means a Western Union Report that provides key information on all Processed Payments since the prior Transaction Summary Report, including each processed Payment’s control number, payment amount, and the account to which Client is to post the Payment. The parties may enter into a Statement of Work pursuant to Section 3.4 for Client to receive Notification of Processed Payments by a method other than Transaction Summary Report, including a SFTP file transfer or an API connection.
 - 3.2. Customer Account Posting. Client must post each Payment to the corresponding Customer’s account no later than the day such Payment is included in a Transaction Summary Report. Notwithstanding the foregoing, if the parties agree for Client to receive notification of Processed Payments through a means other than the Transaction Summary Report, Client must post such Payment no later than the day Client is notified of such Processed Payment.
 - 3.3. Settlement of Funds from Western Union to Client. By the close of the Transmission Day, Western Union will initiate an Automated Clearing House (“ACH”) electronic transfer credit (or a wire transfer for Clients located outside of the United States) by the close of the Transmission Day to the Trust Account. The “**Trust Account**” shall be a separate bank account designated as a trust account, registered to Client, located at an FDIC insured institution located in the United States, and solely used for the purpose of Client Settlement. The funds held in the Trust Account shall be held in trust by Client for the benefit of the Customer. Client shall not commingle other funds in the Trust Account, use the Trust Account for purposes other than Client Settlement, nor set-off, debit or otherwise use the Trust Account for any purpose not expressly authorized herein. Client may change the Trust Account by providing fourteen (14) Business Days’ notice Western Union. A “**Business Day**” is every day, Monday through Friday, which is a not designated as a holiday by the Federal Reserve Banks.
 - 3.4. Statement of Work. Client, (and if applicable, an Approved Affiliate) and Western Union may enter into a Statement of Work signed by both parties and incorporated into this Agreement, to supplement the terms herein, which may include Notification of Processed Payments through a SFTP file transfer or an API connection, Customer account validation at the time of Payment, and/or speed of Service options.
4. Service Fee.
 - 4.1. The Service Fee shall be retained by Western Union, shall not be considered part of the Client Settlement amount, and Client shall not have nor make any claim to the Service Fee. Western Union may adjust the Service Fee and/or maximum Payment amount in its sole discretion.
 - 4.2. Intentionally omitted.
5. Training and Complaints. Each Party shall provide reasonable training and support to the other Party’s personnel with regard to the processing and handling of Payment Transactions and Client Settlement. Client and Western Union shall work together to develop an appropriate training program. Western Union shall be responsible for responding to and resolving inquiries and complaints from Customers arising out of the Western Union Service. Client and Approved Affiliates will cooperate with Western Union in resolving

such inquiries and complaints. Client and/or the Approved Affiliate shall be responsible for resolving any inquiries or complaints other than those caused by Western Union or the Western Union Service.

6. Limitations on Use of Service. Client will only use the Services to collect funds owed to Client by Customers. For example, if the Client is a bank, the Client may use the Services to collect mortgage or other loan payments or credit card payments. The Client may not use the Services to receive payments for (a) stocks, bonds, securities, mutual fund shares or other investments; (b) insurance products with investment or cash accumulation features; (c) deposit into any account maintained at the Client, whether by the remitting Customer or otherwise (other than the Client's own accounts maintained to service loans to its Customers); (d) credit to stored value cards, debit cards or other instruments or accounts whereby funds may be made available to Customers or others through ATM (automatic teller machine) networks; or (e) for gambling (including, without limitation, betting on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated. Client may not use Western Union's "will call", person-to-person money transfer to receive commercial payments. Client shall promptly notify Western Union in the event it suspects that a Customer is violating this Section or any provision of the Agreement.
7. Confidentiality. Except as required by applicable law, a Party will not, directly or indirectly, disclose, disseminate or otherwise make available to any third party any information concerning the other Party's policies, procedures, processes, systems, or technology (and with respect to Western Union, including any information concerning Western Union's Agent network and information regarding the Client's transaction volume), this Agreement, or the techniques, processes and operation of the Services.
8. Data Protection.
 - 8.1. Definitions: For the purpose of this section, the following terms shall have the following meanings:
 - (a) "Consumer Personal Data" means information disclosed or shared between Western Union and Client in relation to the WESTERN UNION PAYMENT SERVICE which (a) identifies or can be used to identify an individual person; or (b) can be used to authenticate an individual person.
 - (b) "Data Controller" means the person or organization which decides the purposes for processing Consumer Personal Data and the methods for doing so.
 - (c) "Data Protection Requirements" means all applicable laws and regulations and regulatory guidance relating to the processing, protection, or privacy of Consumer Personal Data.
 - (d) "Data Subject" means an identified or identifiable natural person.
 - (e) "Permitted Recipients" means the parties to this Agreement, a party's affiliate entities, the employees of each party and any third parties engaged to perform obligations (including 'sub-processors') in connection with this Agreement.
 - (f) "Security Incident" means any act or omission (actual or suspected) that compromises either the security, confidentiality, or integrity of Consumer Personal Data or the safeguards a party has put in place to ensure same.
 - 8.2. The Parties acknowledge that Client and Western Union act as separate and independent Data Controllers in relation to Consumer Personal Data pursuant to Data Protection Requirements with respect to the WESTERN UNION PAYMENT SERVICE.
 - 8.3. Client and Western Union shall comply with all Data Protection Requirements that apply to Data Controllers, including in particular ensuring that Consumer Personal Data is:
 - (a) processed lawfully, fairly and in a transparent manner;
 - (b) collected for specified, explicit and legitimate purposes and not further processed in a way that is incompatible with those purposes;
 - (c) adequate, relevant and limited to what is necessary;
 - (d) accurate and, where necessary, kept up to date; and
 - (e) is kept for no longer than is necessary.
 - 8.4. Client and Western Union shall implement appropriate technical and organizational security measures in accordance with industry standards to ensure the security of Consumer Personal Data.
 - 8.5. Client shall notify Western Union of any Security Incident without undue delay and in any event within 48 hours of discovery. Notice of a Security Incident or other privacy-related notice shall be made: (i) by email to wuprivacy@westernunion.com, and (ii) in accordance with Section 17 of this Agreement. Unless the Data Protection Requirements provide otherwise, Western Union shall have the sole right to decide whether notice of a Security Incident is to be provided to national data protection authorities, consumers, or other relevant Data Subjects.
 - 8.6. Client shall assist Western Union in conducting any investigation following a Security Incident, including (where permitted by applicable law) providing access to premises, systems, files and records.
 - 8.7. Client and Western Union shall not transfer any Consumer Personal Data to any party other than the Permitted Recipients.
 - 8.8. On termination of this Agreement, Client and Western Union shall retain data Consumer Personal Data only so long as required by its internal retention policies or applicable law, whichever is longer.
 - 8.9. In the event that Client engages any third party Permitted Recipients which process Consumer Personal Data, Client shall ensure that

such third party Permitted Recipients are subject to the same or substantially similar standard of requirements in relation to Consumer Personal Data as Client is pursuant to this Section 8.

- 8.10. Consistent with Section 11, Client indemnifies Western Union and Western Union's affiliate entities against all costs, claims, damages, or expenses incurred by Western Union and/or its affiliate entities or for which these parties may become liable due to any Security Incident or failure by Client or Client's Permitted Recipients to comply with any obligations under this Section 8 or Data Protection Requirements.
- 8.11. Client shall have all necessary notices, fully informed, sufficient and express consents, lawful bases, authorizations and registrations in place to enable processing and transfer of Consumer Personal Data in accordance with this Section (unless exempt from such obligations under Data Protection Requirements).
9. Compliance and Diligence Information. Client agrees to provide Western Union with certain compliance and due diligence information, including but not limited to current financial information, most recent annual report, and completion of compliance questionnaires, as requested by Western Union. Client agrees to provide Western Union with updated financial and/or compliance information from time-to-time upon Western Union's request.
10. Client represents and warrants to Western Union that Client holds all licenses, permits and other authorizations necessary for Client to perform its business and receive funds through the Services. Client itself (including Client's employees, agents, and subcontractors) and Client's use of the Services shall be in compliance with all applicable laws, orders, rules and regulations, including, but not limited to, laws intended to prevent money laundering, gaming and laws intended to protect consumers against unfair debt collection (e.g. State and Federal Fair Debt Collection Practices Acts).
11. Indemnification and Limitation of Liability. Client agrees to indemnify Western Union and hold it harmless from any and all claims, losses, damages, liabilities or expenses (including reasonable attorney's fees) of every nature and kind incurred as a result of Client's failure or alleged failure to comply with applicable laws, orders, rules and regulations, or this Agreement. Western Union's sole liability for damages for breach, error, delay, or nonpayment, whether or not caused by negligence (apart from Western Union's responsibility to collect the principal amount from Customer), shall be limited to a refund of the Service Fee to the affected Customer, and Western Union shall have no liability therefor to Client. Under no circumstances, and under no theory of law, shall Western Union's aggregate monetary liability to Client exceed fifty thousand dollars in actual direct damages incurred by Client (in addition to the remitting principal amount of Payments to Client), nor shall Western Union be responsible to Client or any Customer for any indirect, loss profits, incidental, special, exemplary, punitive, consequential or similar damages, whether or not either party knew or had reason to know that they might be incurred.
12. In case of any overpayment by Western Union to Client, for any reason, Client agrees to promptly, upon request, refund the overpayment to Western Union. Client also agrees to promptly, upon request, reimburse Western Union for any duplicate payments, any payments refunded to Customers by Western Union or any incorrect payments. Western Union, at its option, may deduct any overpayment, duplicate payment, any payment returned to a Customer or any other incorrect payment from future payment amounts transmitted by Western Union to Client hereunder and promptly notify Client of any such deductions.
13. Taxes. Client shall be responsible for all taxes associated with the Services and/or any Payment transaction and/or the transfer of any funds performed hereunder, including, without limitation, withholding taxes, value added taxes, sales taxes and use taxes. If it is determined that Western Union may owe any such taxes, Client shall promptly reimburse Western Union therefor.
14. Term. The term of this Agreement shall be for a period of three (3) years from the Effective Date (the "**Initial Term**") and automatically renewing for successive one-year terms (each a "**Renewal Term**"). Either Party may terminate this Agreement by providing to the other Party ninety (90) days' written notice prior to the end of the Initial Term or any Renewal Term.
15. Termination. Western Union may terminate or suspend this Agreement or the Service to Client at any time without notice if (a) Client has breached or defaulted under any term of this Agreement, (b) any information provided by Client to Western Union is false or misleading or (c) if Western Union determines in its sole discretion that Client or any Customer is using the Service to transmit funds: (i) for gambling (including, without limitation, wagering on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated; (ii) to purchase or sell stocks, bonds, securities, mutual fund shares or other investments; (iii) insurance products with investment or cash accumulation features; (iv) in any way which may violate anti-money laundering laws of the United States or any jurisdiction to or from which the money is transmitted; (v) for credit to any entity other than Client; (vi) for any other purpose which may violate applicable law, banking regulation or Western Union policy.
16. Intellectual Property.
- 16.1. Each Party's Intellectual Property (as defined below) will remain such Party's exclusive property, and the other Party shall not assert any claim to at any time, including after the termination of this Agreement. Each Party shall use the other Party's Intellectual Property only as permitted by this Agreement, and only during the term of this Agreement. Neither Party shall do any act or thing inconsistent with the other Party's Intellectual Property and shall take reasonable care to protect it from infringement or damage.
- 16.2. For the purposes of this Agreement, "Intellectual Property" means any (i) copyright, patent, trade secret know-how, rights in domain names and rights in trademarks, trade names, service marks and designs (whether registered or unregistered), and trade dress (and with respect to Western Union, includes Western Union's distinctive black and yellow trade dress); and (ii) applications for registration, and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

- 16.3. Each Party hereby grants to the other the right to use their name and logo for marketing and reference purposes during the term of this Agreement.
- 16.4. Western Union shall have the right to reasonably display Client's name, logos, trademarks, service marks and related branding in connection with Western Union's presentation of Services to Customers, including inclusion and display at Western Union's retail point-of-sale, digital interfaces and related materials to facilitate the provision of Services under the Agreement and to identify and aggregate Client's participation with Western Union's service offerings to other business partners, clients and end users.
- 16.5. Client agrees to (a) communicate and promote the availability of the Services to its customers at least two (2) times per calendar year in two channels (including but not limited to prominent website messaging, statement messaging, bill inserts and, email/direct mail campaigns; (b) upon Western Union's request, add messaging about the availability of the Service on Client's website where billing and payment options are provided; and (c) communicate the availability of the Service on equal footing with any other third party provider of substantially similar services.
- 16.6. Upon termination of this Agreement, the parties shall immediately cease utilizing the Intellectual Property of the other and shall immediately remove all materials containing the other party's Intellectual Property.
17. Notices. All notices and other communications required or permitted between the Parties under this Agreement shall be in writing and shall be sent by express courier to the following address: If to Client and/or an Approved Affiliate, such communications shall be sent to the address(es) set forth on the first page of this Agreement.

For Western Union:

Western Union Financial Services, Inc.

7001 E. Belleview Avenue

Denver, Colorado 80237

Attention: Senior Vice President, U.S. Consumer Services

With a copy to the same address, Attention: General Counsel

18. Entire Agreement. This Agreement, together with the exhibits, SOWs, schedules, or other documents attached hereto, represents the entire agreement of the Parties with respect to the subject matter hereof, and may be modified or amended only in writing signed by duly authorized representatives of the Parties to be bound thereby. Email exchanges between the Parties do not constitute an amendment to the Agreement. Each term and condition herein is severable from the others, and if any term or condition of this Agreement is unenforceable, the remaining terms and conditions shall nevertheless remain in force.
- 18.1. Intentionally omitted.
19. Western Union and Client are acting as independent contractors not joint venturers, and neither is the partner, employee, employer or agent of the other. Client may not assign or otherwise transfer its rights and obligations pursuant to this Agreement without Western Union's prior written consent. This Agreement and the performance of the Parties hereunder is governed by the laws of the State of New York, USA, without regard to its conflicts of laws rules which might require the application of the law of another jurisdiction.

EXHIBIT A TO PAYMENT SERVICES AGREEMENT

Approved Affiliates

The Approved Affiliates listed below must complete the due diligence and approval process set forth in Section 2 of the Agreement prior to receiving the Services.

- [Complete]

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Presentation and discussion regarding Resolution 2026-30 to acknowledge and certify lack of present ownership interest and former conveyance of all rights, title, and interest in and to a tract of land located at 825 North Commerce Street, Lockhart, Texas, from the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Roque Salinas

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart owned the property located at 825 North Commerce Street in the early 1940s and conveyed the property to a private owner in 1945. Although the City has no record of the original deed conveying the property to Lois F. Ellison, the City acknowledges that the conveyance occurred prior to June 17, 1986, when Ms. Ellison conveyed the property to Fred O. Ellison. It appears the original deed from the City was never recorded in the Caldwell County Official Public Records.

The property, currently described as approximately 0.172 acres out of the Byrd Lockhart Survey, Abstract No. 17, Caldwell County, Texas, is now owned by Narciso Jimenez-Delgado. The current owner is under contract to sell the property for the construction of a new residence. However, the transaction has been delayed because the unrecorded City deed creates a gap in the chain of title, preventing issuance of title insurance.

The City does not claim any ownership interest in the property and does not dispute the current ownership. Approval of the proposed resolution formally acknowledges the City's prior conveyance and confirms that the City has no right, title, claim, or interest in the property. This action will help resolve the title issue, facilitate the pending property sale, and allow construction of a new home to proceed.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2026-30

RESOLUTION 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, TO ACKNOWLEDGE AND CERTIFY LACK OF PRESENT OWNERSHIP INTEREST AND FORMER CONVEYANCE OF ALL RIGHTS, TITLE, AND INTEREST IN AND TO A TRACT OF LAND LOCATED AT 825 NORTH COMMERCE STREET, LOCKHART, TEXAS, FROM THE CITY OF LOCKHART.

WHEREAS, the Lockhart City Council (“City”) has determined after review of available records that it was the record owner of a tract of land located at 825 North Commerce Street, Lockhart, Texas (“Property”) in approximately the early 1940’s; and

WHEREAS, the City appears to have previously conveyed all right, title and interest in said Property to a third party by approximately 1945; and

WHEREAS, the City has no record of the conveyance of Property located at 825 North Commerce Street, Lockhart, Texas, from the City to Lois F. Ellison; and

WHEREAS, it appears that the conveyance that occurred in the 1940’s was never filed in the Caldwell County deed records; and

WHEREAS, The City acknowledges it did make such a conveyance prior to June 17, 1986, when then-owner Lois F. Ellison conveyed the property to Fred O. Ellison; and

WHEREAS, the legal description of the Property currently is that “being 0.172 of an acre of land, more or less, out of the BYRD LOCKHART SURVEY, ABSTRACT NO. 17, Caldwell County, Texas, being that same tract of land conveyed to Narciso Jimenez-Delgado and described in deed recorded in Document No. 116667, Official Public Records, Caldwell County, Texas”; and

WHEREAS, in order for a Commitment for Title Insurance to issue to the current owner, Narciso Jimenez-Delgado, the City must provide a written acknowledgement of the prior conveyance from the City and a further statement from the City that it does not make any claim of ownership, rights, title, or interest in or to the Property; the City Council wishes to make such acknowledgement and statement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

SECTION 1. The recitals contained herein are found to be true and correct and are incorporated into this Resolution as though fully set forth herein.

SECTION 2. The City Council hereby acknowledges the prior conveyance of the Property from the

City to Lois F. Ellison prior to June 17, 1986, and the City conveyed all right, title and interest in said tract at that time, and has no present right, title or interest in said Property.

SECTION 3. The City Council hereby states that the City does not make any claim of ownership, rights, title, or interest in or to the Property.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND APPROVED by the City Council of the City of Lockhart, Texas, on this the _____ day of _____, 2026.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

Brad Bullock
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discuss Ordinance 2026-33 ordering a General Election on November 3, 2026 for the purpose of electing One Mayor; One Councilmember District 3; and One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council positions up for election on November 3, 2026 are Mayor, District 3, and District 4. The Caldwell County Elections Administrator (County EA) will be conducting the November 3, 2026 election for several entities which includes the City of Lockhart. Ordinance 2026-33 provides details about the election and indicates that the City will contract with the County EA to conduct the election. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling locations.

The filing period for a place on the ballot is July 18 – August 17.

The deadline to order an election is August 17, 2026.

State election laws require that early voting hours and locations be included in the City's Order of Election. Early voting will be conducted October 19 – 30. Early voting locations and hours are determined by the Caldwell County Commissioners' Court and the County EA. Early voting will be conducted at the Lockhart ISD Adams Gym, 419 Bois D'Arc Street in Lockhart.

The County is anticipated to approve/set Election Day polling locations in the near future. Once Election Day polling locations have been set, City Staff will return to the Council to present the polling locations, as well as publish the required Notice of Election, which includes Election Day polling locations.

A contract for "Joint Election Services Between Caldwell County and Participating Entities" will be presented to the City Council during an upcoming City Council meeting. The County EA has provided a draft of the contract which has been included in this agenda packet for review.

PROJECT SCHEDULE (if applicable): Staff anticipates presenting a joint election contract for Council consideration during the August 18, 2026 Council meeting and Election Day polling locations following action by the Caldwell County Commissioners' Court.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Ordinance 2026-33 to comply with the August 17, 2026 order-of-election deadline.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-33 ordering Nov 3 2026 , November 2026 Contract Template

ORDINANCE 2026-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 3, 2026 FOR THE PURPOSE OF ELECTING ONE MAYOR; ONE COUNCILMEMBER DISTRICT 3; AND ONE COUNCILMEMBER DISTRICT 4; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATIONS AND HOURS; AND ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, state and city law provide that on November 3, 2026 there shall be a general election for the purpose of electing one (1) Mayor; one (1) Councilmember District 3; and one (1) Councilmember District 4.

WHEREAS, the City Council also has the authority pursuant to Chapter 271, Texas Election Code, to enter into a joint election agreement with Caldwell County, which is a political subdivision that is also holding an election on the same date.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

Section 1. Order of General Election:

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS

An election is hereby ordered to be held on November 3, 2026 for the purpose of voting on:

(Por la presente se ordena celebrar una elección el 3 de noviembre, 2026 con el propósito de votar sobre.)

List Offices/Propositions/Measures on the ballot (*Enúmere los puestos/proposiciones/medidas oficiales en la boleta*)

Mayor (<i>Alcalde</i>)
Councilmember District 3 (<i>Concejal del Distrito 3</i>)
Councilmember District 4 (<i>Concejal del Distrito 4</i>)

Early voting by personal appearance will be conducted as follows:

(La votación adelantada en persona se llevará a cabo como previsto:)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Lockhart ISD Adams Gym
419 Bois D'Arc Street
Lockhart, Texas 78644

Early voting by personal appearance will be conducted:

- October 19 – 23, 2026 (8 am – 5 pm),
- Saturday, October 24, 2026 (7 am – 7 pm); Sunday, October 25, 2026 (9 am – 3 pm),
- October 26 – 30, 2026 (7 am – 7 pm)

Locations and hours may be changed by the County Elections Administrator.

The Council appoints Devante Coe, Caldwell County Elections Administrator, as the Early Voting Clerk. Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Early Voting Clerk

Devante Coe, Caldwell County Elections Administrator

1403 Blackjack Street, Suite A

Lockhart, Texas 78644

(512) 668-4347

Email Address: caldwellec@co.caldwell.tx.us

Website: www.co.caldwell.tx.us

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on: *(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)*

October 23, 2026 *(23 de octubre, 2026)*

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: *(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)*

October 23, 2026 *(23 de octubre, 2026)*

Order of General Election Issued this 4th day of August, 2026.

(Emitida este día 4 de agosto, 2026)

Signature of Mayor (Firma del Alcalde)

Section 2. Election Duties. The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the Election, whether or not expressly authorized herein. In the absence of the City Secretary, the City Manager and/or Assistant City Manager are hereby appointed to fulfill election duties in place of City Secretary as needed in accordance with Texas Elections Code Sec 31.123.

Section 3. Notice of Election. Notice of the Election, stating in substance the contents of this Ordinance, shall be published in the English and Spanish languages at least once in a

newspaper published within CITY's territory at least 10 days and no more than 30 days, prior to the election, and as otherwise may be required by the Texas Election Code and Texas Local Government Code. Notice of the Elections shall also be posted on the bulletin board used by the Council to post notices of the Council's meetings no later than the 21st day before the Elections, or if the 21st day before the Elections falls on a weekend or holiday, on the first business day thereafter.

Section 4. Authorization to Execute. The Mayor of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

Section 5. Severability. If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section 6. Repealer. That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

Section 7. Publication. That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

Section 8. Effective Date. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED on August 4, 2026.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Bradford E. Bullock, City Attorney

**JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES**

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the “County”) is served by the Caldwell County Elections Administrator (the “Administrator”);

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the “Participating Entities”) that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2026 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entities do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. “Contracted Election” means the NOVEMBER 2026 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. “Election Officer” means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early

voting ballot board, member of an early voting ballot board, chair of a signature verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II PARTICIPATING ENTITY OBLIGATIONS

Section 2.01. **RETAINED DUTIES.** Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2.02. **JOINT ELECTION AUTHORIZED.** Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.

Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS.** If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.05. **DESIGNATION OF VOTER REGISTRAR.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.06. **APPOINTMENT OF ELECTION WORKERS.** Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL.** Participating Entities, through their respective governing bodies, will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

- Section 2.09. **DESIGNATION OF POLLING PLACES.** Participating Entities, through their respective governing bodies, will designate the Administrator's office, 419 Bois Arc St. Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities, through their respective governing bodies, agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.
- Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS.** Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.
- Section 2.11. **BALLOTS.** Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.
- Section 2.12. **USE OF COMMON BALLOT.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.
- Section 2.013. **USE OF COMMON FORMS.** All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.
- Section 2.14. **APPLICATIONS FOR MAIL BALLOTS.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address

to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

- Section 2.15. **TRANSLATION.** Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.
- Section 2.16. **MAPS AND ANNEXATIONS.** Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.
- Section 2.17. **RECOUNT NOTICE.** Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.
- Section 2.18. **ELECTION TO RESOLVE A TIE.** Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.
- Section 2.19. **PRECINCT REPORTS TO THE SOS.** Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III COUNTY OBLIGATIONS

- Section 3.01. **BACKGROUND CHECK.** The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities' obligation for service rendered in good faith.
- Section 3.02. **POLLING PLACES.** The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

ARTICLE IV ADMINISTRATOR DUTIES

- Section 4.01. **ELECTION SUPERVISOR.** The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.

- Section 4.02. **POLLING PLACES.** The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.
- Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE.** As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.
- Section 4.04. **ELECTION SUPPLIES.** The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.
- Section 4.05. **EARLY VOTING CLERK.** Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:
- (a) Appoint personnel to serve as early voting deputy clerks;
 - (b) Publish notice of early voting polling places, including temporary branch polling places;
 - (c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
 - (e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
 - (g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
 - (h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.
- Section 4.06. **ELECTION DAY DUTIES.** For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:
- (a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
 - (b) Prepare and conduct post-election intake of election equipment, supplies, and records;
 - (c) Serve as central counting station manager and tabulation supervisor;

- (d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS.** The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

- (a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;
- (b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;
- (c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots, and to resolve any issues with such ballots;
- (d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS.** The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS.** Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS.** Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. **ELECTION TRAINING.** The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. **CENTRAL COUNTING STATION.** The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644.

- Section 4.13. **LOGIC AND ACCURACY TESTING.** In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.
- Section 4.14. **REGISTERED VOTER LIST.** The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.
- Section 4.15. **POLLING EQUIPMENT.** The Administrator will prepare and distribute the Elections Systems & Software (“ES&S”) Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.
- Section 4.16. **BALLOTS.** The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.
- Section 4.17. **CUSTODIAN OF ELECTION RECORDS.** The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.
- Section 4.18. **DELEGATION OF DUTIES.** The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.
- Section 4.19. **TIMELY PERFORMANCE.** The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.
- Section 4.20. **THIRD-PARTY CONTRACTS.** Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V TERM AND WITHDRAWAL

- Section 5.01. **INITIAL TERM.** The initial term of the contract will commence on the last party’s execution hereof, and expires with respect to an individual Participating Entity on the County’s receipt of that Participating Entity’s payment-in-full of a final invoices submitted by the Administrator.
- Section 5.02. **WITHDRAWAL.** Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or

withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator's receipt of said necessary certifications and declarations. A Participating Entity's obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

ARTICLE VI COSTS AND PAYMENT

- Section 6.01. **ESTIMATED COST.** Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.
- Section 6.02. **FINAL INVOICE.** Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.
- Section 6.03. **PAYMENT DATE.** An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.
- Section 6.04. **PRORATED BILLING.** Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of \$500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.
- Section 6.05. **ADMINISTRATIVE FEE.** As authorized by Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than \$75.00.
- Section 6.06. **PAYMENT FROM CURRENT REVENUES.** Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

ARTICLE VII MISCELLANEOUS

- Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER.** Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the

Caldwell County Auditor and the Caldwell County Treasurer within 10 days of each Party's execution date.

Section 7.02. **SEVERABILITY.** If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 7.03. **FORCE MAJEURE.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE.** Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered or, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B'. Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses

available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

Section 7.06. **CHOICE OF LAW.** This contract will be governed and interpreted by the laws of the State of Texas.

Section 7.07. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.

Section 7.08. **ENTIRE CONTRACT.** This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

Section 7.09. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.

Section 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.

Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.

Section 7.12. **REVIEW BY COUNSEL.** The County and Participating Entity acknowledge that each party has received and had the opportunity to review this contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this contract. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract, or any amendments or exhibits hereto.

Section 7.13. **SIGNATORY WARRANTY.** The signatories for the County, the Administrator, and Participating Entities represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of Participating Entities to validly and legally bind Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

MUNICIPALITIES

CITY OF LOCKHART, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LULING, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MARTINDALE, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MUSTANG RIDGE, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF NIEDERWALD, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF SAN MARCOS, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF UHLAND, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COMMUNITY COLLEGE DISTRICTS

AUSTIN COMMUNITY COLLEGE:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

INDEPENDENT SCHOOL DISTRICTS

GONZALES ISD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

HAYS COUNTY CISD:

Attest:

Name: _____

Name: _____

Title: _____

LOCKHART ISD:

Name: _____

Title: _____

LULING ISD:

Name: _____

Title: _____

PRAIRIE LEA ISD:

Name: _____

Title: _____

SAN MARCOS CISD:

Name: _____

Title: _____

WAEELDER ISD:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

UTILITY DISTRICTS

BARTON SPRINGS EDWARDS WCD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

BOLLINGER MUD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 1:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 7:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 8:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 9:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL VALLEY MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CHISHOLM MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COUNTY LINE SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EDWARDS AQUIFER AUTHORITY DISTRICT 11:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

GOFORTH SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

GONZALES COUNTY UWCD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

LANTANA MUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

MAXWELL SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OATMAN HILL MUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OPEN R FRESH WATER SUPPLY:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

PLUM CREEK CONSERVATION DISTRICT:

Attest:

Name: _____

Name: _____

Title: _____

Title: _____

PLUM CREEK UNDERGROUND WATER DISTRICT:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

_____:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EMERGENCY SERVICES DISTRICTS

CALDWELL-HAYS ESD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 3

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 4:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 5:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

_____:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

APPENDIX ‘A’

ESTIMATED COSTS FOR CONTRACTED ELECTION

ATTACHMENT 'B'

NOTICE INFORMATION FOR PARTIES

ATTACHMENT ‘C’

LIST OF ELECTION OFFICERS AND ELECTION CLERKS

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Announcement of nomination of Lori Rangel, James (Jim) Lee, and David Schneider to the Tourism Advisory Board; and consider additional nominations to the board.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: A request to nominate Lori Rangel, James (Jim) Lee, and David Schneider to be appointed to the Tourism Advisory Board has been made.

After reviewing the applications, the candidates meet the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as “announcement of nomination” followed by a notice on a subsequent agenda as “discussion and/or action on the nomination.”

This item is the announcement of nomination. If the Council should move to appoint Ms. Rangel, Mr. Lee, and Mr. Schneider to the board, action of appointment will occur during a subsequent Council meeting.

Max Yancy and Mandy Rowden were appointed to the board on July 21, 2026.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Max Yancy and Mandy Rowden were appointed to the board on July 21, 2026.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: At the direction of council

LIST OF SUPPORTING DOCUMENTS: Lori Rangel Tourism Board July 2026_Redacted, James Jim Lee Tourism Board July 2026_Redacted, David Schneider Tourism Board July 2026_Redacted

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: LORI RANIER BOARD NAME(S): TOURISM ADVISORY BOARD

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: 1975 (LIFE)

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: APPROX 1993

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: BOARD OF ADJUSTMENTS

*MS RANIER PREFERS TO SERVE ON THE TOURISM BOARD & WILL RESIGN FROM THE BOA IF SELECTED FOR THE TOURISM BOARD.

BOARD SPECIFIC QUALIFICATIONS:

Tourism Advisory Board (Ordinance 2025-27)

<u>(Y)</u> or	N	City Resident? If no, applicant does not qualify.
Y or	<u>(N)</u>	Hotel representative?
Y or	<u>(N)</u>	Restaurant representative?
Y or	<u>(N)</u>	Retail representative?
Y or	<u>(N)</u>	Arts/Cultural representative?
Y or	<u>(N)</u>	Attractions Sector representative?
<u>(Y)</u> or	N	AT-Large Community Member representative?

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at- large community members. The City Council may appoint a Council Member Liaison as a non- voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES:

IF RESIGNED FROM THE BOARD OF ADJUSTMENTS

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Lori D. Rangel		Preferred Name Lori
Physical Home Address 801 W. San Antonio St. Apt. A		
Mailing Address (if different)		
City Lockhart	State Tx	Zip 78644
Home Phone		Work Phone 512-902-7382
Mobile Phone 512-825-6310		
Email Address [REDACTED]		
Date of Birth	[REDACTED]	

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

Interested in serving on the Tourism Board- I was elected County Treasurer from 2003-2016. Currently employed with Texas Department of Transportation, Caldwell County Rodeo Association and Greater Caldwell County Hispanic Chamber board member. I'm a lifelong resident of Lockhart and I've always been involved in community service. I feel my past and current experiences and my county, state and local involvement will help me make qualified decisions on bring tourism to Lockhart. <i>bring tourism</i> <i>[Signature]</i>
--

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☒	☐	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: <u>Board of Adjustment - will resign of on Tourism</u>

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

07/13/26

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: JAMES LEE
(JIM)

BOARD NAME(S): TOURISM ADVISORY
BOARD

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: APPROX JUNE 2023
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: AUG 20, 2022
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

Tourism Advisory Board (Ordinance 2025-27)

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify.
Y	or	<u>N</u>	Hotel representative?
<u>Y</u>	or	N	Restaurant representative? <u>OLD PAL</u>
Y	or	<u>N</u>	Retail representative?
<u>Y</u>	or	N	Arts/Cultural representative? <u>LIVE MUSIC @ OLD PAL</u>
<u>Y</u>	or	N	Attractions Sector representative?
<u>Y</u>	or	N	AT-Large Community Member representative?

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at-large community members. The City Council may appoint a Council Member Liaison as a non-voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES:

EFFECTIVE AUG 20, 2022

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

Date Received: _____

1. PERSONAL INFORMATION

Full Legal Name JAMES ANDREW LEE		Preferred Name Jim
Physical Home Address 2820 W. SAN ANTONIO		
Mailing Address (if different)		
City LOCKHART	State TEXAS	Zip 78644
Home Phone 512-554-9286		Work Phone
Mobile Phone 512-554-9286		
Email Address [REDACTED]		
Date of Birth	[REDACTED]	

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	☒ LOCKHART TOURISM BOARD

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

BUSINESS OWNER LOOKING TO BE MORE INVOLVED IN CITY HAPPENINGS. OLD PAL FOR 5 YEARS, HERE ON THE SQUARE. FORMER LUXURY HOSPITALITY EMPLOYEE (FOUR SEASONS HOTELS AND RESORTS) FOR 21 YEARS CATERING/BANQUET MANAGEMENT EXPERIENCE. HEAVILY INVOLVED IN TEXAS MONTHLY BBQ FEST AND LOCKHART RISING.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

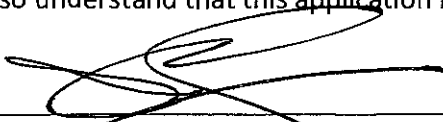
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

7/14/23

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
cconstancio@lockhart-tx.org

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: DAVID SCHEIDER BOARD NAME(S): TOURISM ADVISORY BOARD

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: APPROX OCT 8 1996
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: APPROX 1996
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

Tourism Advisory Board (Ordinance 2025-27)

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify.
Y	or	<u>N</u>	Hotel representative?
Y	or	<u>N</u>	Restaurant representative?
Y	or	<u>N</u>	Retail representative?
<u>Y</u>	or	N	Arts/Cultural representative?
Y	or	N	Attractions Sector representative?
<u>Y</u>	or	N	AT-Large Community Member representative?

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at- large community members. The City Council may appoint a Council Member Liaison as a non- voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name <i>David L Schneider</i>		Preferred Name	
Physical Home Address <i>407 Cibola Street</i>			
Mailing Address (if different)			
City <i>Lockhart</i>	State <i>Tx</i>	Zip <i>78644</i>	
Home Phone <i>512-784-8201</i>		Work Phone	
Mobile Phone			
Email Address [REDACTED]			
Date of Birth	[REDACTED]		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☐	Construction Board of Appeals	☐	Library Advisory Board
☐	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

Lockhart Tourism Advisory Board

I am a 30-year resident of Lockhart with significant knowledge of the city. I have been involved in local theatre for the majority of that time, serving in multiple leadership roles at the Gaslight-Baker Theatre

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

7/21/26

Date

Completed application, resume and letter of interest may be submitted in person, email, or by mail to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding amending the second lease extension for a hangar with Mr. Phillip Cline to add Jennifer M. Ridley as co-lessee for the remainder of the term, and appointing the Mayor to sign the agreement if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The permanent hangar located at 205 Airport Drive was originally constructed under a 25-year ground lease executed in 1994. Upon expiration of the ground lease in 2019, ownership of the hangar structure reverted to the City of Lockhart. Since that time, the City has leased the hangar as a City-owned facility rather than through a ground lease.

In 2024, the City Council approved the Second Extension of the Hangar Lease with Phillip Cline. The current lease extends through October 1, 2029, with annual rent of \$7,440 (\$620 per month), which is consistent with other hangar lease rates at the Lockhart Municipal Airport and comparable to hangar rates at other municipal airports. Lease revenues help support airport operations, maintenance, and capital improvements.

Mr. Cline has requested that his daughter, Jennifer M. Ridley, be added as a co-lessee under the existing lease. The amendment is intended to provide continuity and administrative clarity for the remainder of the lease term. The proposed amendment does not modify the lease term, rental rate, payment schedule, or any other provisions of the existing lease.

Mr. Cline has been involved at the Lockhart Municipal Airport for many years. The hangar, commonly known as the "Plane Talk" Hangar, has supported the construction of numerous project aircraft, including a new ultra-light aircraft.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approving the amendment to the lease, adding Jennifer M. Ridley as co-lessee for the hangar located at 205 Airport Drive.

LIST OF SUPPORTING DOCUMENTS: First Amendment to Second Lease Extension to Phillip Cline Lease with Exhibits

**FIRST AMENDMENT TO
SECOND LEASE EXTENSION TO GROUND LEASE AGREEMENT
Hanger Lease**

This First Amendment to Second Lease Extension to Ground Lease Agreement (this "Amendment"), effective as of _____, 2026, between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart ("City"), a Texas Municipal Corporation, herein referred to as the Lessor. The Lessee and Lessor are sometimes referred to as the Parties.

RECITALS:

- A. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the "Lease") that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. A copy of the Lease is attached as **Exhibit A**, and incorporated herein for all purposes. Such assumption was subject to approval by the City, which was given on September 18, 2018.
- B. On September 19, 2018, Lessee and the City agreed to extend the Lease through September 16, 2024, subject to certain additions to the Lease (the "First Lease Extension"). A copy of the First Lease Extension is attached as **Exhibit B**, and incorporated herein for all purposes.
- C. On September 26, 2024, Lessee and the City agreed to extend the Lease through October 1, 2029, subject to certain additions to the Lease (the "Second Lease Extension"). A copy of the Second Lease Extension is attached as **Exhibit C** and incorporated herein for all purposes.
- D. The Parties desire to amend certain terms in the Second Lease Extension.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Add Jennifer M. Ridley, an individual, as a Lessee to the Second Lease Extension. Both Lessees hereby agree to be bound by the terms and conditions set forth in the Second Lease Extension.
- 2. Except as specifically modified herein, the Second Lease Extension remains unchanged, is in full force and effect and is ratified and confirmed in all respects.
- 3. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be

necessary to produce one such counterpart. If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision herein contained. The parties expressly agree that time is of the essence with respect to this Amendment. The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Amendment and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting party shall not be employed in the interpretation of this Amendment to favor either party against the other. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

4. This Amendment and the rights and duties of the parties hereunder shall be governed for all purposes by the law of the State of Texas and the law of the United States applicable to transactions within said State.

(SIGNATURES ON NEXT PAGE)

Lessee:

Phillip Cline
Phillip Cline

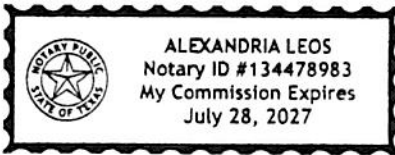
7-21-2026
Date

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of July, 2026.



Alexandria Leos
Notary Public

Lessee:

Jennifer M. Ridley
Jennifer M. Ridley

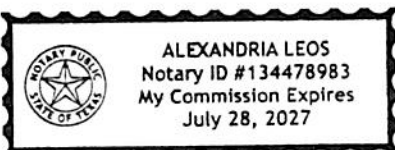
7-21-2026
Date

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Jennifer M. Ridley**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of July, 2026.



Alexandria Leos
Notary Public

Lessor City of Lockhart, Texas:

Lew White
Mayor

Attest:

Julie Bowerman
City Secretary

STATE OF TEXAS §

COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Lew White**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day of _____, 2026.

Notary Public

EXHIBIT A – LEASE

Ted Jones / final
Signed copy

GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this the 16th day of September, 1994, by and between the CITY OF LOCKHART, TEXAS, a Municipal Corporation existing by and under the authority of the laws of the State of Texas, hereinafter referred to as "Lessor", and TED JONES, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor owns and operates, in the City of Lockhart, an Airport, and said Lessor is desirous of leasing to Lessee certain property hereinafter more fully described and located on said airport; and

WHEREAS, Lessee has indicated a willingness and ability to properly construct, keep, maintain and improve said property with standards approve by Lessor, and desires to lease said property from the City of Lockhart, Texas;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, Lessor does hereby lease, demise, grant and let to Lessee, and Lessee does hereby hire, take and lease from Lessor, the following premises, rights and easements on and Airport property upon the following terms and conditions, to-wit:

ARTICLE ONE

Leased Premises

Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said Airport with respect to which Lessee is to have for the term of this lease the use of said tract described as follows:

See Exhibit "A" attached hereto and incorporated for all purposes by reference.

ARTICLE TWO

Buildings and Improvements

Lessee shall have the right to erect one (1) hangar upon the leased premises.

Lessee agrees to maintain in good condition, order and repair the structure and other improvements upon the demised premises.

Lessee agrees and understands the plans and specifications for any and all proposed improvements to the leasehold property shall receive the prior written approval of the Lessor, and shall conform to the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor, as well as meet all City of Lockhart Code requirements.

Lessor, acting through its building inspector and other inspectors shall have free access to the property covered hereby and to the improvements thereon for the purposes of determining that any construction conforms to the plans and specifications approved by Lessor, and to determine if the

building or the improvements are being maintained in accordance with the requirements of this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of the hangar and any later required maintenance work is conducted without interference with other Lessees, the FAA, or any aviation activities which are the principal purpose of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so mandated by the Lessor or the F.A.A.

ARTICLE THREE

Term of Lease

The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date above first written, unless sooner terminated as hereinafter provided. This Lease shall be subject to review by the appropriate State Agency and the Federal Aviation Administration, as required, and acceptance by Lessor and Lessee of the terms of this Lease Agreement shall be provisional until such time as all appropriate agencies have approved this Agreement.

ARTICLE FOUR

Use of Property

Lessee agrees and understands that this Lease Agreement shall be for the limited purposes of the construction and use of a private hangar facility for placement of one or more general aviation aircraft. Lessee covenants and agrees that any hangar so constructed shall not be used for the

purpose of renting to the general public or other parties not subject to this Lease. It is intended by the parties and agreed to by Lessee that this Lease is for the limited purpose of the construction of a hangar for the placement of aircraft owned by Lessee or his invitees. So long as Lessee remains as the primary occupant of the hangar, the City will not object to allowing an invitee experimental aircraft owner to share space for purposes of building or storing any experimental aircraft or parts thereof and in Lessee charging a reasonable lease fee for that service, so long as that arrangement does not devolve into a sub-lease of the entire premises.

ARTICLE FIVE

Rental Charges

Lessee agrees to pay an annual rental for the use of the premises, rights and easements herein provided for as follows:

(a) Ground Rent

(1) Ground rent to be paid annually in the amount of \$0.03 per square foot per year on each square foot of land on the tract of land described in Exhibit "A" herein for a total annual rental of \$87.75, the first payment of which shall be due and payable contemporaneously with the signing of this Lease.

(2) The ground rent on the tract leased shall be subject to Article V, Section (b), "Adjustments to Rent."

(3) Should any governmental agency require for any reason any portion of the tract held by Lessee under this Lease, Lessee shall be entitled to reimbursement for the sums paid to Lessor for the area of property actually utilized by the governmental agency. Nothing herein shall entitle Lessee to reimbursement for any amount greater than the sum actually paid to Lessor on the property actually utilized by the governmental agency.

(b) Adjustments to Rent

As promptly as practicable after the end of the 5th year after the beginning date of this Lease and each 5th year thereafter, Lessor shall compute the percentage of change (increase or decrease), if any, in the cost of living during the time period between the beginning date of this Lease Agreement and the date of the 5th year anniversary and each 5th year anniversary thereafter during the term of this Lease, based upon the changes in the Consumer Price Index for Urban wage Earners and Clerical Workers - U.S. Average (1967=100) (hereinafter called "Consumer Price Index"), as determined by the United States Department of Labor, Bureau of Labor Statistics for "All Items". It is agreed that the Consumer Price Index Number at the commencement date of this lease is August 1, 1994 (herein called "Base Index Number"). If the Consumer Price Index Number for the month in which any such anniversary of the beginning date shall occur (each such number being herein called an "Anniversary Index Number") is higher or lower than the Base Index Number, then

such Anniversary Index Number shall be divided by the Base Index Number and from the quotient thereof shall be subtracted the integer one (1). The resulting number, multiplied by one hundred, shall be deemed to be the percentage of increase or decrease in the cost of living. Such percentage of change shall be multiplied by the Basic Rental, and the product thereof shall be added to, or subtracted from, the Basic Rental to determine the annual rental payable for the next five year period, commencing on the immediately preceding anniversary of the beginning date (such amount being herein sometimes called "Adjusted Basic Rental"). Such Adjusted Basic Rental shall be calculated in the above manner during the 5th year anniversary and each 5th year thereafter of the Lease Term. Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing any change in the annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of San Antonio, Texas, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto. As an example, only, of the foregoing adjustment:

- a. Assume Basic Rental is per acre \$100.00 per year,

- b. Assume Basic Index Number is 200,
c. Assume Anniversary Index Number on the anniversary date of the commencement date is 300,
then based upon the foregoing, the Annual Basic Rental shall be:

Anniversary Index Number 300 divided by Base Index Number 200 =
 $1.5 - 1 = .5 \times 100 = 50 = 50\%$
 $50\% \times 100 = 50.00$
 $50.00 + 100.00 = 150.00$ Adjusted Basic Rental.

All payments are to be made to the Office of the City Manager at P. O. Box 239, Lockhart, Texas 78644.

In the event of Lessee's failure to pay any installment of rental when due or any other fee when due, Lessor may declare the lease terminated, or may declare all unmatured rental due, and further will be entitled to judgment for court costs, reasonable attorneys' fees and interest on its unpaid rental and fees at the rate of TEN (10%) PERCENT per annum.

c. Late payments on rent. All rental payments shall be due on the anniversary date, of the year beginning the lease payment period. Payments not received by the 10th shall be deemed late, and there will be an automatic ten percent (10%) penalty assessed and collected by Lessor from Lessee in that event.

ARTICLE SIX

Insurance

Lessee shall maintain, at his own cost and expense fire insurance in an amount adequate to cover eighty percent (80%) of the cost of replacement of all fixtures in the demised premises in the event of fire, extended coverage, vandalism or malicious mischief and special extended coverage. Lessee agrees to carry Lessor as an additional insured party, and such insurance policy shall contain the endorsement that such insurance may not be cancelled or amended with respect to Lessor, without thirty (30) days written notice by registered mail, to Lessor, by the insurance company; and that Lessee shall be solely responsible for the payment of premiums; and that Lessor shall not be required to pay any premiums for insurance; and in the event of payment of any loss covered by such policy, Lessor shall be paid first by the insurance company for its loss, and Lessee waives the right of subrogation against Lessor for any reason whatsoever. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against Lessor. The original policy of all such insurance shall be delivered by Lessee to Lessor, within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Lessee's liability under the following paragraph.

If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot be reasonably be completed within sixty (60) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification provided for hereinabove.

If the leased premises should be damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) working days, this lease shall not terminate, and it shall be the responsibility of Lessee to rebuild or repair said damage at Lessee's expense.

Monies received from insurance proceeds due to damage proceeds will be applied toward rebuilding improvements upon the premises. If the improvements cannot be rebuilt as above specified insurance proceeds shall be split between Lessee

and Lessor upon a pro rata basis mutually agreed upon by the parties.

Lessee shall, at its own expense, require contractor liability insurance during the construction of all structures on the leased premises.

ARTICLE SEVEN

Non-Assignment

Lessee shall not, at any time during the term of this lease, or in any manner, either directly or indirectly, assign, sublease, hypothecate, or transfer this agreement or any interest therein without prior written consent of the Lessor. Lessor shall not unreasonably withhold consent under this provision.

Should a lending institution require first lien on Lessee's leasehold interest and require collateral assignment of said lease to the financial institution, Lessor agrees that this will not violative of the Lease Agreement. Any assignment, hypothecation, or pledge shall not be effective without the prior written consent of the City of Lockhart and such consent shall not be unreasonably withheld. Prior to such assignment, sublease, hypothecation or pledge of this lease as provided for in this paragraph, Lessee shall provide Lessor's City Manager with a copy of said assignment, sublease, hypothecation or pledge and of any and all agreements collateral thereto. In the event that the City of Lockhart approves the proposed assignment, sublease, hypothecation or pledge a copy thereof shall be

filed with the City Secretary of the City of Lockhart. It is specifically understood and agreed by the parties that any assignment of this lease or hypothecation thereof shall not create any type of lien upon the realty or create any further obligation upon Lessor as a result of such assignment or hypothecation thereof.

ARTICLE EIGHT

Indemnity

(a) Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability, and legal defense expense in connection with the loss of life, bodily or personal injury or property damage arising from or out of any occurrence in or upon the demised premises, or occasioned wholly or in part by any act or omission of Lessee, his agents, contractors, employees, servants, invitees or licensees, in their use of the demised premises, the runways and taxiways, and any other area within the City of Lockhart Airport; and

(b) Lessee shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures, machinery, airplane or airplane parts or any other personal property of Lessee; and

(c) Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee, for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or

omissions of persons occupying adjacent, connecting or adjoining premises; and

(d) Lessor shall not be responsible or liable for any defect, latent or otherwise, on any building in the airport area, or of any of the equipment, machinery, utilities, appliances or apparatus therein or thereupon, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or any other person caused by or resulting from any bursting, breakage, or by or from leakage, steam, snow or ice, running, backing up, seepage or the overflow of water or sewage in any part of said premises, or for any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any said buildings, equipment, machinery, utilities, appliances or apparatus by any person or by or from the acts of negligence of any occupant of the premises; and,

(e) Lessee shall give prompt notice to Lessor in case of fire or accidents in the demised premises.

ARTICLE EIGHT

General Construction Standards

In addition to all code requirements of the City of Lockhart and any other legal entity or sub-entity, the following shall be the minimum construction standards for the construction of the hangar to be placed on property listed in Exhibit "A" and incorporated by reference:

(1) Hangar shall be of all metal materials to include all supports and exterior siding.

(2) Exterior metal siding shall be of minimum 29 gauge white painted and finished.

(3) All construction shall be on pier and beam with footings appropriate to support the structure. Interior flooring of the hangar so constructed shall be of a slab of sufficient depth (minimum of five inches thick) with steel and wire support to adequately hold the weight of an aircraft.

(4) All utilities, to include electrical service shall be brought underground to the structure at the sole expense of Lessee. The City of Lockhart hereby grants an easement for that purpose to Lessee.

(5) Foundation shall be with concrete footings under all uprights or columns.

(6) Hangar shall be of a gable style of a design approved by the City.

ARTICLE NINE

General Rights and Duties of Parties

The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

(a) Lessee agrees to observe and obey during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any

other property authority having jurisdiction over the conduct of operations at the airport.

(b) So long as Lessee comports himself in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

(c) With regard to permanent improvements either in place or to be placed upon the premises by Lessee, Lessee hereby agrees to the following provisions:

(i) Permanent improvements placed upon the premises by Lessee during the term of this lease shall revert to Lessor on termination of this Lease.

(ii) Lessee shall provide proof of timely payment on all notes on improvements at a minimum of once annually by providing all appropriate documents to the City Manager of the City of Lockhart.

(iii) All loans upon permanent improvements placed upon the premises by Lessee shall be paid in their entirety and any liens placed upon improvements as a result of those construction loans shall be released no later than five (5) years prior to the termination of this lease agreement.

(iv) No equity or other type of loan which results in additional lien or liens on existing improvements shall be allowed without the expressed written consent of Lessor.

(d) Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

(e) Lessor hereby designates the City Manager, City of Lockhart at its official representative with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this agreement.

(f) Notice to Lessor as herein provided shall be sufficient if sent by registered mail, postage prepaid, to the City Manager, of the City of Lockhart, at 308 West San Antonio Street, Lockhart, Texas, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at P. O. Box 91752, Austin, Texas 78709, or such other addresses as may be designated by Lessor or Lessee in writing from time to time.

(g) Lessee shall keep the premises, as described hereinabove, clean and all grass areas within the leased premises properly mowed. He shall dispose of all debris and other waste matter which may accumulate on the leased premises at Lessee's expense, and shall provide metal containers with proper covers for waste within the building to be erected on said premises. Should Lessee fail to mow grassy areas, or dispose of waste, trash or junked vehicles, Lessor shall have the right to do so, and Lessee shall be

billed for this work. Lessee shall forthwith remit payment to Lessor, should this occur.

(h) Lessee shall pay all taxes and assessments against the buildings placed on the premises by the Lessee during the term of this agreement.

(i) Lessee hereby grants a lien to the Lessor upon all property belonging to Lessee in and on the premises as a possessory pledge to secure the timely performance by Lessee of all of its obligations hereunder, including the proper payment of rent. In the event of default by Lessee, Lessor is and shall be empowered and authorized to seize and hold all of the personal property belonging to Lessee on the premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due Lessor hereunder, holding the balance remaining, if any, subject to Lessee's order. A copy of this agreement shall be the only warrant necessary. Lessee hereby waives any and all exemptions of such property either now or to be later located upon the leased premises.

(j) Lessee agrees and covenants that in the event that any proceedings in bankruptcy or in solvency shall be instituted against Lessee, whether voluntary or involuntary, Lessor may, at its option, declare this lease forfeited and terminated, and upon such declaration Lessee agrees to give and deliver immediate possession of the premises to Lessor.

(k) Lessee shall have the right of ingress to and egress from the demised premises, which right shall extend to Lessee's passengers, guests and invitees.

(l) Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

ARTICLE TEN

Abatement Due To Airport Closure

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for its business operations, the rent shall abate and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.

ARTICLE ELEVEN

Police Protection

Lessor does not guarantee police protection to Lessee and his property, and Lessor shall not be responsible for injury or harm to any person or for any property belonging to Lessee, his officers, agents, servants, employees, contractors, licensees or invitees which may be stolen, destroyed or in anyway damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants, and employees from and against any and all such claims.

ARTICLE TWELVE

Right of Entry By Lessor

Lessor reserves the right to enter and view the premises at any and all times for the purposes of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this agreement.

ARTICLE THIRTEEN

Aerial Approaches

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the leased property which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to air navigation.

ARTICLE FOURTEEN

National Emergency

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

ARTICLE FIFTEEN

Lease Subordinate

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Texas and/or the United States, relative to the operation or maintenance of the airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of Federal funds for the development of the Airport.

ARTICLE SIXTEEN

General Provisions

(a) This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding, oral or written, not contained herein shall be recognized or enforced. This Agreement may be modified only by written addendum hereto signed by all of the parties.

(b) This Agreement shall be binding upon the successors, heirs, assigns, and legal representatives of the Lessor and Lessee.

(c) For the purpose of this Agreement, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

(d) The captions and headings in this Agreement are inserted solely for convenience of references, and are not a part of nor intended to govern, limit and/or aid in the construction of any provision hereof.

(e) Each of the parties heretofore been represented by the attorneys of their choice in the negotiation and drafting of this Agreement, and the same shall not be construed in favor of either party.

(f) This Contract shall be governed by the laws of the State of Texas and construed thereunder, and is performable in Caldwell County, Texas.

(g) If any section, paragraph, sentence or phrase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Contract.

(h) Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer, commercial refuse pickup, and any and all other utilities used on the leased premises throughout the terms of this Lease, including any connection fees.

(i) The Lessee and its successor and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction of Alteration", and receive a favorable determination from FAA prior to any construction on the property, if deemed necessary by the FAA.

(j) The following events shall be deemed to be events of default by Lessee under this lease:

- (1) Lessee fails to pay any installment of rent under this lease and the failure continues for a period of thirty (30) days.

- (2) Lessee fails to comply with any term, provision, or covenant of this lease, other than payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.
- (3) Lessee makes an assignment for the benefit of creditors.
- (4) Lessee deserts any substantial portion of the premises for a period of ninety (90) or more days.
- (5) The abandonment of the leased premises or discontinuance of Lessee's business operations. Should this occur, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to remove the same from the leased premises for storage or disposal.

Upon default by Lessee of any terms hereunder, Lessee shall surrender the premises upon demand by Lessor without notice, protest, or recourse.

(k) It is understood and agreed that by execution of this lease, the City of Lockhart does not waive or surrender its governmental powers.

ARTICLE SEVENTEEN

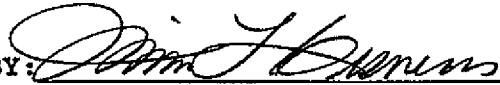
Reverter Clause

In the event that Lessee fails to complete construction upon the hangar facility within one hundred eighty (180) days from the date of the signing of this Lease Agreement, this Lease shall become nullity and of no force and effect. All property described in Exhibit "A" attached hereto shall be deemed to be automatically reverted to the City of Lockhart and Lessee shall have no right under this Lease Agreement to enter on to or remain upon the leased premises.

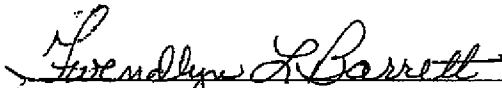
IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

LESSOR:

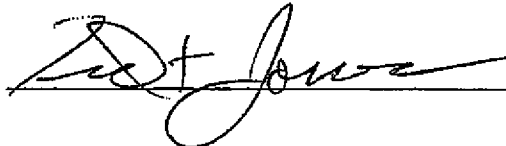
CITY OF LOCKHART

BY: 
M. LOUIS CISNEROS, MAYOR

ATTEST:


GWEN BARRETT, CITY SECRETARY

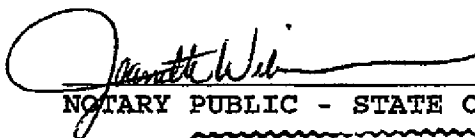
LESSEE:

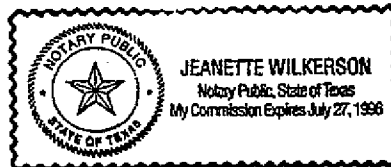


THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared M. LOUIS CISNEROS, Mayor of the City of Lockhart, Texas, a Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19 day of September, 1994.


NOTARY PUBLIC - STATE OF TEXAS



THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared TED JONES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the
16th day of September, 1994.



Carol Jene Watts
NOTARY PUBLIC - STATE OF TEXAS

EXHIBIT "A-1"



Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Esther Berry Survey and being also a part of a tract of land called 248 acres and conveyed to the City of Lockhart by deed recorded in Volume 223 Page 3 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at an iron pin set for the NE corner this tract and from which iron pin the SE corner of a 5.00 acre tract of land conveyed to Lockhart Airport Development Inc. by deed recorded in Volume 492 Page 540 of the said Deed Records bears N 38 degrees 45 minutes 19 seconds E 846.89 feet.

THENCE S 03 degrees 04 minutes 17 seconds W 45.00 feet to an iron pin set for the SE corner this tract.

THENCE N 86 degrees 55 minutes 43 seconds W 65.00 feet to an iron pin set for the SW corner this tract.

THENCE N 03 degrees 04 minutes 17 seconds E 45.00 feet to an iron pin set for the NW corner this tract.

THENCE S 86 degrees 55 minutes 43 seconds E 65.00 feet to the place of beginning containing 2925 square feet of land.

2

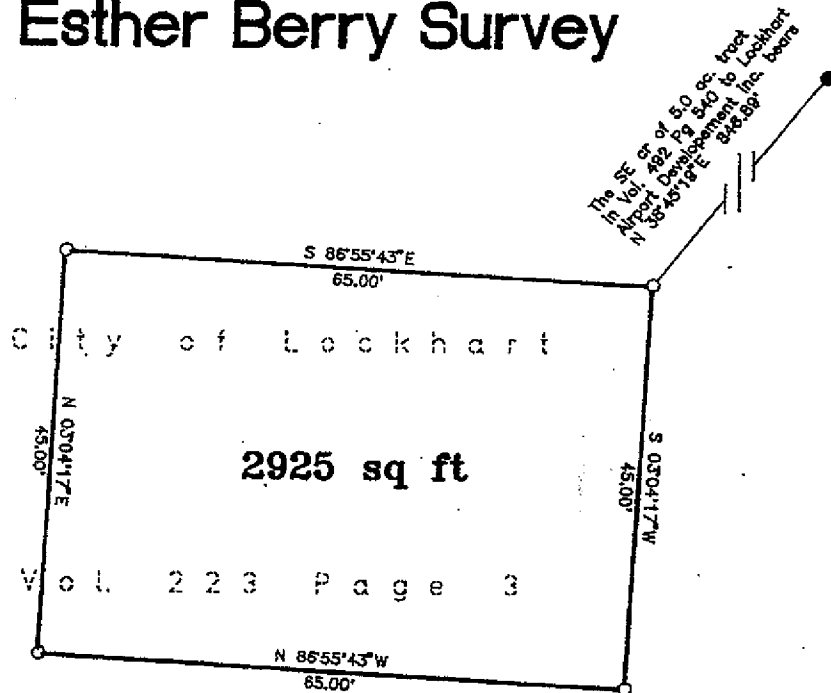
I hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Claude F. Hinkle, R.P.L.S. #1612

Caldwell County, Texas

Esther Berry Survey



Lat: 29°51'06.4" N 248 a.c.
 Long: 97°40'11.2" W

SURVEY PLAT

Showing a 2925 sq ft tract of land out of the Esther Berry Survey in the City of Lockhart, Caldwell County, Texas. I hereby certify that the foregoing plat is a true and correct representation of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

Scale 1"=20'



Claude Hinkle #1612

Field Book: d.c.	Drawn By: JLW
Job No. 91494a	Drawing: 91494a.dwg
Date: September 14, 1994	Word Disk: Begin 90194
Surveyed By: JLW BMP CFH	Autocad Disk: Begin 90194



Claude Hinkle Surveyors

1409 South Main St.
 P. O. Box 1027
 Lockhart, Texas 78644

EXHIBIT "A-3"

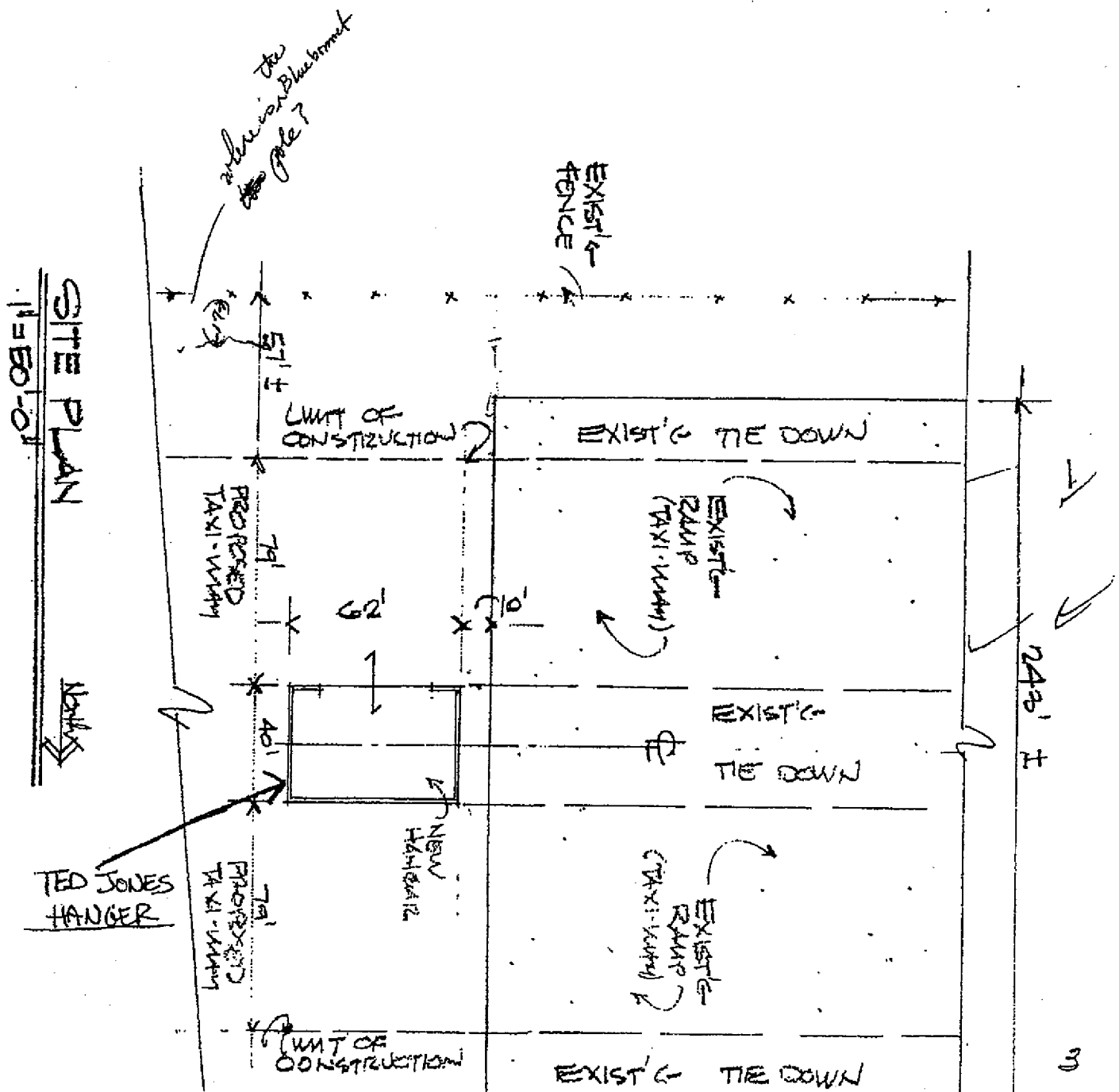


EXHIBIT B – FIRST LEASE EXTENSION



**ASSIGNMENT and RELEASE
of the September 16, 1994 Airport
Ground Lease City of Lockhart Airport**

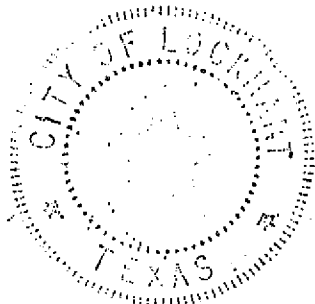
Date of this Addendum: September 11, 2018

History

On September 16, 1994, a ground lease (the "Lease") was entered into by and between the City of Lockhart, Texas (the "City") as Lessor, and Ted Jones as Lessee, regarding the real property located at the City of Lockhart Airport and further described in the Lease, attached hereto as **Exhibit A**. On April 13, 2018, Ted Jones transferred the building and assigned the Lease to Phillip Cline, as evidenced in **Exhibit B**, attached hereto, making Mr. Cline the Assignee under the Lease, subject to approval by the City.

NOW, THEREFORE, the parties agree as follows:

1. The Lessor, Ted Jones, and Phillip Cline enter into this Assignment and Release to provide for the assignment of the Lease to Phillip Cline. From and after the effective date hereof, Ted Jones is released from all obligations under the Lease.
2. Ted Jones consents to be released from the Lease.
3. Phillip Cline accepts the leased premises "as is and with all faults" and consents to assume and be bound by all of the terms of the Lease, and to the release of Ted Jones from the Lease. After the effective date hereof, Phillip Cline shall be bound to perform all of the Ted Jones' obligations under the Lease.
4. Phillip Cline acknowledges that the leased premises described in the Lease shall be used only for those purposes permitted by the Lease, and he further acknowledges that the term of the Lease ends on September 16, 2019, except as otherwise provided in the Lease.
5. This Assignment and Release must be approved in accordance with Article 7, page 10, and Article 16(a), page 19, of the Lease, at a regularly scheduled meeting of the Lockhart City Council, as evidenced by the attested signature of the Lockhart Mayor on this instrument.
6. This instrument is effective upon its execution by all parties hereto and shall be attached to and incorporated for all purposes in the Lease.



CITY OF LOCKHART (Lessor):

Lew White
Lew White, Mayor

ATTEST:

Connie Constanancio
Connie Constanancio, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning
Peter Gruning
City Attorney

Lessee:

Ted Jones
Ted Jones
~~2101 S. Colorado Street~~
~~Lockhart, Texas 78644~~
214 MARTIN
NEER SPRING AB 72543

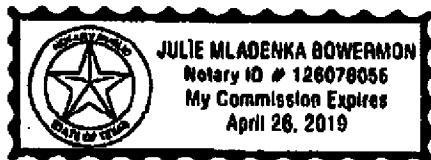
STATE OF TEXAS §
§
COUNTY OF CALDWELL §

Assignee:

Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas 78644

BEFORE ME, the undersigned authority, on this day personally appeared Lew White, Mayor of the City of Lockhart, Texas, a Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 18th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
Notary Public

STATE OF TEXAS §
 COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared Phillip Cline, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
 Notary Public

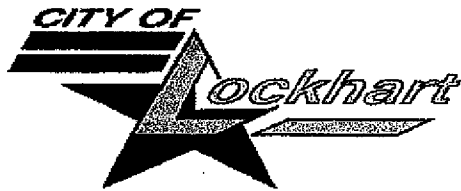
Arkansas
 STATE OF ~~TEXAS~~ §
 COUNTY OF ~~CALDWELL~~ §
Cleburne

BEFORE ME, the undersigned authority, on this day personally appeared Ted Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 21st day of September, 2018.

Shanda K Willis
 Notary Public





EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT is made by and between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart (the City), a Texas Municipal Corporation, herein referred to as the Lessor.

1. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the Lease) that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. The Leased Premises includes the tract of land and the structure thereon. A copy of the Lease is attached as **Exhibit A**. Such assumption was subject to approval by the City, which was given on September 18, 2018.

2. Phillip Cline wishes to extend the Lease until 2024. The City and Phillip Cline agree to such extension with the following additions to the Lease:

a) The Lease shall begin on September 16, 2019 and end on September 16, 2024.

b) Phillip Cline is responsible for all utility payments and maintenance of the Leased Premises.

c) Phillip Cline immediately will purchase, at his sole expense, an insurance policy for the value of the structure on the Leased Premises, naming the City as an additional insured, and will provide a copy of the insurance policy to the City.

d) For the term of the Lease extension, Phillip Cline agrees to pay rent to the City for the Leased Premises as follows:

-- On or before September 16 of each year: 18 cents per sq. ft. x 2,925 sq. ft., totaling \$526.50; and

-- On or before the first of each month: \$121.88.

3. The Lockhart City Council finds that this extension of the Lease serves a public purpose by provided for productive use of the Leased Premises that benefits the community.

4. Phillip Cline agrees to fulfill all the terms and covenants of the Lease and this renewal, including making all payments due to or payable on behalf of the City when due and payable.

Lessee:

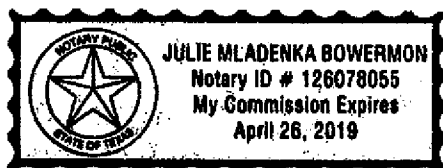
Phillip Cline
Phillip Cline
3815 Old McMahan Road
Lockhart, Texas

Sept 19, 2018
Date

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19th day of SEPTEMBER, 2018.



Julie Mladenka Bowermon
Notary Public

City of Lockhart, Texas:

Lew White
Lew White
Mayor

Attest:

Connie Constancio
Connie Constancio, TRMC
City Secretary

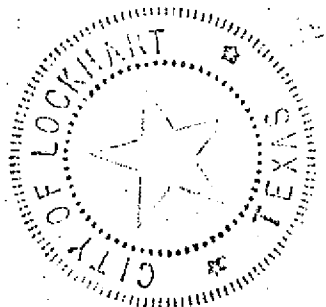


Exhibit A

SUBJECT: Hangar lease transfer
DATE: April 13, 2018
TO: Vance Rodgers, Lockhart City Manager
FROM: Ted Jones

I hereby transfer the building, contents, and lease on the Plane Talk Hangar located at 205 Airport Way from Ted Jones to Phillip Cline, 3815 Old McMahan Road, Lockhart, Texas, 78644.

Effective Date: April 13, 2018

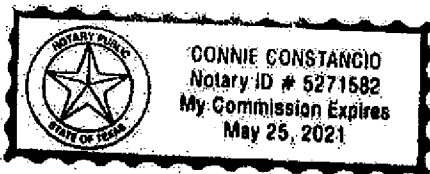
ACCEPTED:

Ted Jones
Ted Jones

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Ted Jones.



Connie Constancio
Notary Public

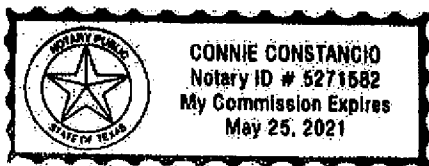
ACCEPTED:

Phillip Cline
Phillip Cline

4-13-2018
Date

STATE OF TEXAS §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Phillip Cline.



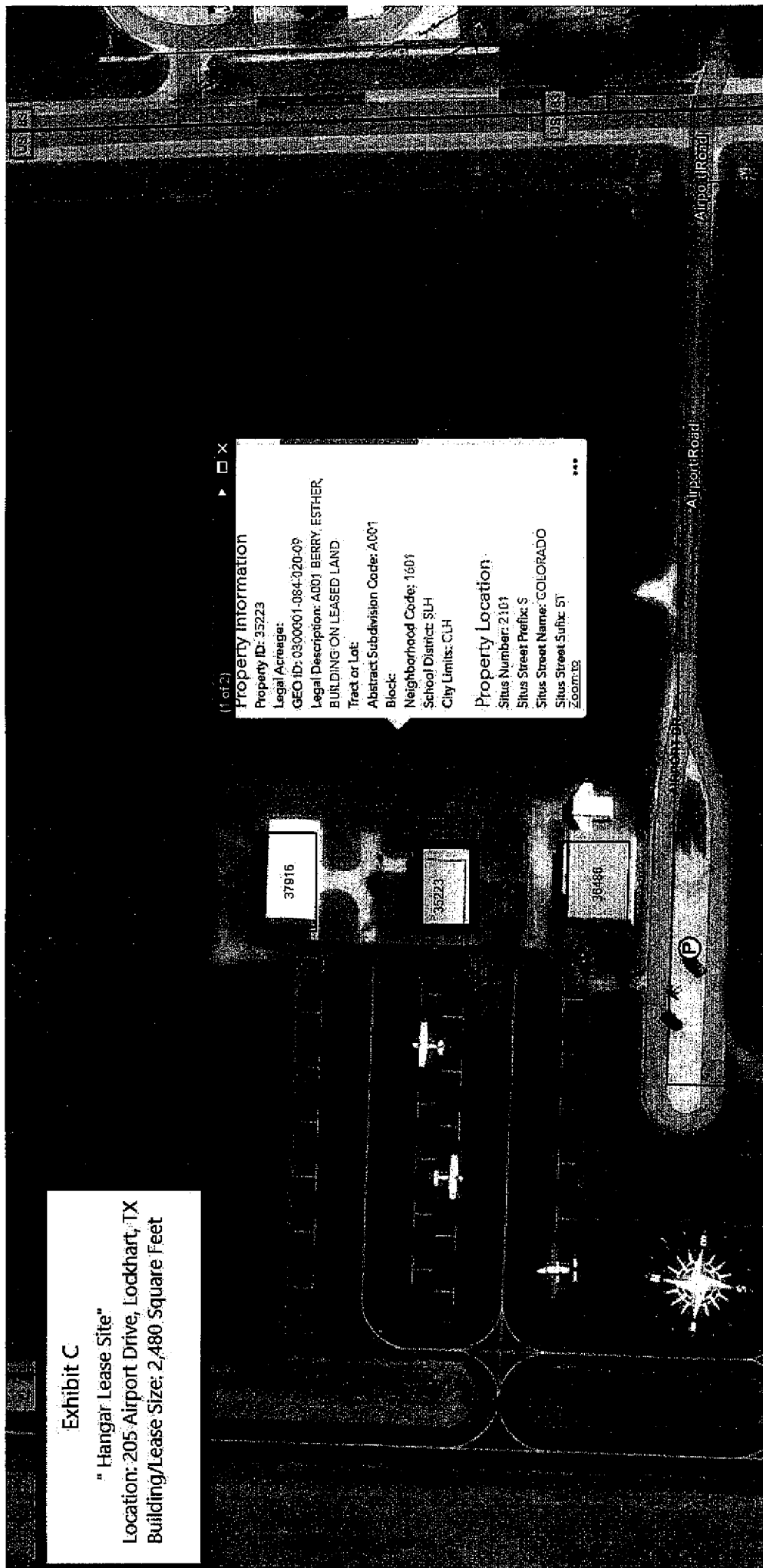
Connie Constancio
Notary Public

EXHIBIT C – DESCRIPTION OF LEASED PREMISES

Exhibit C

" Hangar Lease Site"

Location: 205 Airport Drive, Lockhart, TX
Building/Lease Size: 2,480 Square Feet



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Presentation of the City of Lockhart's Fiscal Year (FY) 2026-2027 Proposed Budget and consider the Lockhart Economic Development Corporation's Budget for FY 2026-2027, and set two public hearings on the FY 2026-2027 City of Lockhart Proposed Budget.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: According to the City of Lockhart Charter, Article 9, Section 9.07, Public Hearing on Budget, the City Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.

According to the Lockhart Economic Development Corporation's bylaws, Article 4, Section 3 Annual Corporate Budget, the President shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption.

The City of Lockhart is required by Charter to hold one public hearing on the budget. Staff recommends conducting two public hearings to allow the citizens of Lockhart the opportunity to discuss any item or amount presented in the proposed FY 2026-2027 Budget. The following dates are presented to the Council for public hearings:

- August 18, 2026 at 7:30 p.m.
- September 1, 2026 at 7:30 p.m.

To be held in the Council Chambers located at the Clark Library Annex - 217 South Main Street, 3rd floor, Lockhart, Texas. The City of Lockhart and the Lockhart Economic Development budget for FY 2026-2027 can be located on the City's website and hard copies are located in City Hall and the City Library.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request the approval of the Lockhart Economic Development Corporation's budget and of the two dates presented to Council for public hearings on the City's proposed budget.

LIST OF SUPPORTING DOCUMENTS: FYE 2027 - Proposed Budget - 08.04.26 - Fund Summary

**CITY OF LOCKHART
PROPOSED BUDGET
FISCAL YEAR 2026-27**

	FYE 2024	FYE 2025	FYE 2026 AMENDED	FYE 2027 PROPOSED
	ACTUAL	ACTUAL	BUDGET	BUDGET
REVENUE SUMMARY				
GENERAL FUND	16,955,018	16,985,347	17,172,870	18,260,751
DEBT SERVICE FUND	2,148,775	2,642,213	2,735,537	3,660,313
ELECTRIC FUND	12,694,915	14,312,474	14,388,100	15,519,000
WATER FUND	5,477,413	8,866,390	8,304,087	9,077,587
WASTEWATER FUND	3,351,177	3,718,082	3,566,500	4,254,721
SOLID WASTE FUND	2,178,773	2,238,125	2,283,014	3,100,274
AIRPORT FUND	148,913	158,376	197,500	145,500
LOCKHART ECO DEV FUND	1,879,462	1,966,749	1,969,335	2,031,000
HOTEL MOTEL OCCUPANCY	181,703	185,435	249,000	253,500
TOTAL - REVENUES	45,016,149	51,073,191	50,865,943	56,302,646

EXPENSE SUMMARY					DELTA
GENERAL FUND	15,050,134	21,047,297	17,088,593	18,258,546	2,205
DEBT SERVICE FUND	1,659,369	1,665,183	2,600,524	3,470,831	189,482
ELECTRIC FUND	13,516,137	15,019,243	14,363,750	15,459,385	59,615
WATER FUND	7,221,586	8,903,700	7,954,820	8,742,273	335,314
WASTEWATER FUND	3,028,502	3,630,064	3,527,458	4,248,226	6,495
SOLID WASTE FUND	2,222,378	2,588,331	2,248,847	3,021,902	78,372
AIRPORT FUND	86,344	155,929	117,390	122,817	22,683
LOCKHART ECO DEV FUND	1,132,297	1,791,376	1,499,113	1,937,879	93,121
HOTEL MOTEL OCCUPANCY	202,615	250,013	222,500	250,000	3,500
TOTAL - EXPENSES	44,119,362	55,051,136	49,622,995	55,511,859	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding setting the 2026 combined maintenance and operations and interest and sinking proposed property tax rate of the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The action taken by the City Council is required by the State of Texas in adherence with the Truth-In-Taxation laws.

If the proposed tax rate exceeds either the No New Revenue (NNR) rate or Voter Approval Rate (VAR), a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one (1) public hearing regarding the proposed tax rate set by the Council.

Staff recommends the aforementioned public hearing to be scheduled on September 1, 2026, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas.

Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. The 2026 Voter Approval Rate (VAR), as prepared by the CAD, is 0.6200/\$100 assessed valuation. This rate includes the unused increment rate.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: It is staff's recommendation that the City Council set a tax rate for 2026; record the vote; schedule a public hearing on September 1, 2026 and announce the date, time, and location of the public hearing.

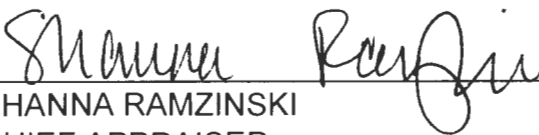
LIST OF SUPPORTING DOCUMENTS: City of Lockhart 2026 Tax Rate Calculations

**2026 NO-NEW-REVENUE AND VOTER-APPROVAL TAX RATE
INFORMATION**

CITY OF LOCKHART

	TOTAL
2025 TAX RATE	0.5541/\$100
2026 NO-NEW-REVENUE TAX RATE	0.5452/\$100
2026 VOTER-APPROVAL TAX RATE	0.6200/\$100
2026 UNUSED INCREMENT RATE	0.0000/\$100
2026 VOTER-APPROVAL RATE ADJUSTED FOR UNUSED INCREMENT RATE	0.6200/\$100
2026 DE MINIMUS TAX RATE	0.6353/\$100

SUBMITTED TO CITY OF LOCKHART THE 31st DAY OF July 2026.


SHANNA RAMZINSKI
CHIEF APPRAISER
CALDWELL COUNTY APPRAISAL DISTRICT

Received and Approval from Taxing Entity

Date

2026 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Lockhart

Taxing Unit Name

PO Box 239, Lockhart, 78644

Taxing Unit's Address, City, State, ZIP Code

(512) 398-3641

Phone (area code and number)

www.lockhart-tx.org

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.¹ Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ²	\$ 1,910,819,251
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ³	\$ 277,291,862
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,633,527,389
4.	Prior year total adopted tax rate.	\$ 0.5541 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.	
	A. Original prior year ARB values:.....	\$ 10,007,453
	B. Prior year values resulting from final court decisions:.....	- \$ 9,850,074 ✓
	C. Prior year value loss. Subtract B from A. ⁴	\$ 157,379

¹ Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(14)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 8,552,000 B. Prior year disputed value: - \$ 6,800,000 C. Prior year undisputed value. Subtract B from A. ⁵	\$ 1,752,000
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 1,909,379
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,635,436,768
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year. Enter the prior year value of property in deannexed territory. ⁶	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 5,384,896 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 24,564,828 C. Value loss. Add A and B. ⁷	\$ 29,949,724
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 544,468 B. Current year productivity or special appraised value: - \$ 7,410 C. Value loss. Subtract B from A. ⁸	\$ 537,058
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 30,486,782
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁹ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,604,949,986
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 8,893,027
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ¹⁰	\$ 6,005
17.	Adjusted prior year levy with refunds. Add Lines 15 and 16. ¹¹	\$ 8,899,032

⁵ Tex. Tax Code §26.012(13)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.012(15)⁹ Tex. Tax Code §26.03(c)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹² A. Certified values: \$ 1,767,944,039 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹³ Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.¹⁴ Enter the total from Form 50-110: - \$ 0 E. Total current year value. Add A and B, then subtract C and D. \$ 1,767,944,039	
19.	Total value of properties under protest or not included on certified appraisal roll. ¹⁵ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.¹⁶ \$ 185,880,839 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.¹⁷ + \$ 0 C. Total value under protest or not certified. Add A and B. \$ 185,880,839	
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁸	\$ 271,697,350
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁹ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ²⁰ If completing this line, the taxing unit must include supporting documentation in Section 9. ²¹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²²	\$ 1,682,127,528
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ²³	\$ 1,382,770
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ²⁴	\$ 48,520,235

¹² Tex. Tax Code §§26.012(6) and 26.04(c-2)¹³ Tex. Tax Code §26.03(c)¹⁴ Tex. Tax Code §26.03(e)¹⁵ Tex. Tax Code §26.01(c) and (d)¹⁶ Tex. Tax Code §26.01(c)¹⁷ Tex. Tax Code §26.01(d)¹⁸ Tex. Tax Code §26.012(6)(B)¹⁹ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)²⁰ Tex. Tax Code §26.012(1-a)²¹ Tex. Tax Code §26.04(d-3)²² Tex. Tax Code §26.012(6)²³ Tex. Tax Code §26.012(17)²⁴ Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 49,903,005
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 1,632,224,523
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²⁵	\$ 0.5452 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁶	\$ 0.0000 /\$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing unit's overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.²⁷ This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.4113 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,635,436,768
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 6,726,551
32.	Adjusted prior year levy for calculating NNR M&O rate. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + \$ 4,425 Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. - \$ 0 Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 4,425 - Add Line 31 to 32D.	\$ 6,730,976
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,632,224,523
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.4123 /\$100

²⁵ Tex. Tax Code §26.04(c)

²⁶ Tex. Tax Code §26.04(d)

²⁷ Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
35.	Rate adjustment for state criminal justice mandate. ²⁸ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ <u>0</u> B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁹ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ <u>0</u> B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose. - \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100
37.	Rate adjustment for county indigent defense compensation. ³⁰ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ <u>0</u> B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100
38.	Rate adjustment for county hospital expenditures. ³¹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ <u>0</u> B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100. \$ <u>0.0000</u> /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	 \$ <u>0.0000</u> /\$100

²⁸ Tex. Tax Code §26.044²⁹ Tex. Tax Code §26.0441³⁰ Tex. Tax Code §26.0442³¹ Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ 0.0000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0.0000 /\$100	
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ 0.4123 /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 0 B. Divide Line 41A by Line 33 and multiply by \$100 \$ 0.0000 /\$100 C. Add Line 41B to Line 40. \$ 0.4123 /\$100	
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ 0.4267 /\$100
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. ³² If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: A. The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 ³³ \$ _____ /\$100 - or - B. The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. ³⁴ Complete Section 5 through Line 68 to complete D42(B). a. Enter the disaster relief cost. \$ _____ b. Disaster relief rate. Divide Line D42(B)(a) by Line 26 and multiply by 100 \$ _____ /\$100 c. Add Line D42(B)(b) to Line 42. \$ _____ /\$100 d. Enter the current year unused increment rate from Line 68 \$ _____ /\$100 e. Add Line D42(c) to Line D42(d). \$ _____ /\$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. C. Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). ³⁵ \$ _____ /\$100 If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	

³² Tex. Tax Code §26.042³³ Tex. Tax Code §26.042(a-2)(1)³⁴ Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)³⁵ Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³⁶ Enter debt amount \$ 3,470,032 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 3,470,032	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³⁷	\$ 249,431
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 3,220,601
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁸ 99.00 % B. Enter the prior year actual collection rate 102.00 % C. Enter the 2024 actual collection rate 99.00 % D. Enter the 2023 actual collection rate 100.00 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁹ 99.00 %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 3,253,132
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,682,127,528
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.1933 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.6200 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	\$ _____ /\$100
51.	COUNTIES ONLY. Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	\$ 0.0000 /\$100

³⁶ Tex. Tax Code §26.012(7)³⁷ Tex. Tax Code §526.012(10) and 26.04(b)³⁸ Tex. Tax Code §26.04(b)³⁹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ⁴⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ _____
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ⁴¹ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ⁴² - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ _____/\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ⁴³ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ _____/\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ⁴⁴ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ _____/\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ _____/\$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴⁶	\$ _____
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ _____/\$100
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ _____/\$100

⁴⁰ Tex. Tax Code §26.041(d)⁴¹ Tex. Tax Code §26.041(i)⁴² Tex. Tax Code §26.041(d)⁴³ Tex. Tax Code §26.04(c)⁴⁴ Tex. Tax Code §26.04(c)⁴⁵ Tex. Tax Code §26.045(d)⁴⁶ Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴⁷ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁸

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁵⁰ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁵¹

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁵²

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value	
	A. Voter-approval tax rate (Line 69)	\$ 0.5541 /\$100
	B. Unused increment rate (Line 68)	\$ 0.0000 /\$100
	C. Subtract B from A	\$ 0.5541 /\$100
	D. Adopted Tax Rate	\$ 0.5541 /\$100
	E. Subtract D from C	\$ 0.0000 /\$100
	F. 2025 Total Taxable Value (Line 61)	\$ 1,632,729,207
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
65.	Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68)	\$ 0.5093 /\$100
	B. Unused increment rate (Line 67)	\$ 0.0000 /\$100
	C. Subtract B from A	\$ 0.5093 /\$100
	D. Adopted Tax Rate	\$ 0.5093 /\$100
	E. Subtract D from C	\$ 0.0000 /\$100
	F. 2024 Total Taxable Value (Line 60)	\$ 1,445,982,735
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.5348 /\$100
	B. Unused increment rate (Line 66)	\$ 0.0000 /\$100
	C. Subtract B from A	\$ 0.5348 /\$100
	D. Adopted Tax Rate	\$ 0.5348 /\$100
	E. Subtract D from C	\$ 0.0000 /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ 1,217,792,799
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 0.0000
68.	2026 Unused Increment Rate. Divide Line 67 by Line 22 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ 0.0000 /\$100
69.	Total 2026 voter-approval tax rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.6200 /\$100

⁴⁷ Tex. Tax Code §26.013(b)

⁴⁸ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴⁹ Tex. Tax Code §26.04(c)(2)(A) and 26.042(a)

⁵⁰ Tex. Tax Code §26.0501(a) and (c)

⁵¹ Tex. Local Gov't Code §120.007(d)

⁵² Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁵³

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁵⁴

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.4123 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,682,127,528
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.0297 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.1933 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.6353 /\$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁵

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2025 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
76.	Adjusted 2025 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵⁶ If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁷ Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	\$ _____ /\$100
77.	Increase in 2025 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ _____ /\$100
78.	Adjusted 2025 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ _____
80.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁸	\$ _____ /\$100
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ _____ /\$100

⁵³ Tex. Tax Code §26.012(8-a)

⁵⁴ Tex. Tax Code §26.063(a)(1)

⁵⁵ Tex. Tax Code §26.042(b)

⁵⁶ Tex. Tax Code §26.042(c)

⁵⁷ Tex. Tax Code §26.042(b)

⁵⁸ Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.5452 /\$100

As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27**Voter-approval tax rate.** \$ 0.6200 /\$100

As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69**De minimis rate.** \$ 0.6353 /\$100

If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and SignatureEnter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹**print
here** ▶Vicki Schneider

Printed Name of Taxing Unit Representative

**sign
here** ▶Vicki Schneider

Taxing Unit Representative

7/27/2026

Date

⁵⁹ Tex. Tax Code §26.04(c-2) and (d-2)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding a Payment Services Agreement with Western Union Financial Services, Inc. to expand utility bill payment options for City of Lockhart utility customers.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Howard

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Lockhart residents currently have several options for paying their utility bills. Payments may be made in person or by phone at City Hall or Municipal Court, at either of the payment kiosks located at City Hall or Municipal Court, through the City's online payment portal, by text-to-pay, or by calling the Interactive Voice Response (IVR) system. Credit card and e-check payments are subject to a 3.25% processing fee, which is collected by the City's payment processor, Global Payments.

If the agreement with Western Union Financial Services, Inc. is approved, residents will have the additional option of paying their utility bills at any participating Western Union location, including the local Walmart, Walgreens, and H-E-B. To make a payment at a Western Union location, residents will need to provide their utility account number, the name and service address associated with the account, and their phone number. Western Union currently charges a \$2.00 processing fee for this service. This fee is not collected by the City and is subject to change at Western Union's discretion.

The agreement with Western Union Financial Services, Inc. will provide City of Lockhart residents with an additional payment option for utility bills that may offer a lower processing fee than existing credit card and e-check payment methods. Staff recommends approval of the agreement and authorization for the City Manager to execute all necessary documents.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the agreement and authorization for the City Manager to execute all necessary documents.

LIST OF SUPPORTING DOCUMENTS: Western Union Payments Agreement - City of Lockhart

WESTERN UNION PAYMENT SERVICES AGREEMENT

This Payment Services agreement (the “**Agreement**”) for the Western Union Payments (“**Service(s)**”) is between Western Union Financial Services, Inc., a Colorado corporation (“Western Union”), having a principal office at 7001 E. Bellevue Avenue, Denver, Colorado 80237, and the undersigned (“**Client**”). Western Union and Client may be referred to singularly as “**Party**” or collectively as the “**Parties.**”

Legal Name of Client:	Contact Person	
on behalf of Itself and Its Approved Affiliates		
DBA:	Title:	
Street Address:	Floor/Suite:	
City:	State:	Zip Code:
Telephone:	Tax ID:	

By signing this Agreement, Client certifies that the information provided herein is complete and accurate, and agrees to the Terms and Conditions attached hereto. This Agreement is not binding on Western Union until signed by Western Union. The effective date of this Agreement (the “**Effective Date**”) shall be the last date indicated below.

CLIENT:	on behalf of Itself and Its Approved Affiliates	WESTERN UNION FINANCIAL SERVICES, INC.	
By:	<i>(Must be signed by Corporate Officer or Owner of Client)</i>	By:	<i>(signature required)</i>
Name:	<i>(print name)</i>	Name:	<i>(print name)</i>
Title:		Title:	
Date:		Date:	

[REMAINDER OF PAGE INTENTIONALLY BLANK]

TERMS AND CONDITIONS

The Parties agree as follows:

1. Western Union agrees to receive payments from customers of Client (“**Customers**”) and remit those Customer payments (“**Payments**”) to Client. Client will inform Customers that they may make Payments to Client through Western Union, including Western Union agent (“**Agent**”) locations, or other Western Union Payment channels including, as applicable, Western Union internet, mobile, telephone or other functionality. In order to initiate a Payment, Customers must provide Western Union with: (a) the account number to which the Payment is to be credited and (b) funds equal to the amount to be credited on the Customer’s account (maximum Payment of \$5,000), plus Western Union’s fee (“**Service Fee**”), (c) if applicable, a designation of Customer’s desired speed of Payment delivery, (d) the applicable Code City; and (e) such other information as Western Union or the Agent may reasonably request. Each Customer must also agree to the Western Union terms and conditions applicable to the Service (e.g. those terms and conditions set forth on the appropriate Western Union Send Form, website or IVR).
2. Approved Affiliates. Western Union shall also provide the Services to those affiliates of Client that (i) meet Western Union’s Service requirements and (ii) are specifically accepted and approved in writing by Western Union as an additional party to the Agreement (with each party-entity an “**Approved Affiliate**”). The initial list of Approved Affiliates shall be set forth on Exhibit B. Client agrees to provide such reasonable information and documentation regarding each entity it wishes to add as an Approved Affiliate as Western Union may reasonably request. Each Approved Affiliate shall be a party to the Agreement. Collectively, Client and all Approved Affiliates shall be considered “**Client**” as set forth and described in the Agreement. Client represents and warrants that it has the authority to execute this Agreement and amendments, addenda, and exhibits to the Agreement on behalf of each Approved Affiliate. Services.
3. Western Union Payment Services.
 - 3.1. Notification of Processed Payments. Western Union will provide Client with a Transaction Summary Report that includes key information on all Processed Payments since the prior Transaction Summary Report (“**Notification of Processed Payments**”) through Western Union’s online portal (“**Payment Portal**”). A Payment will be included on the Transaction Summary Report on the first Business Day (“**Transmission Day**”) following each day (“**Transaction Day**”). The Payment Portal may also allow Client to research in-process Payments; however a Payment is not guaranteed to Client until it is processed and reflected in a Transaction Summary Report (“**Processed Payment**”). “**Transaction Summary Report**” means a Western Union Report that provides key information on all Processed Payments since the prior Transaction Summary Report, including each processed Payment’s control number, payment amount, and the account to which Client is to post the Payment. The parties may enter into a Statement of Work pursuant to Section 3.4 for Client to receive Notification of Processed Payments by a method other than Transaction Summary Report, including a SFTP file transfer or an API connection.
 - 3.2. Customer Account Posting. Client must post each Payment to the corresponding Customer’s account no later than the day such Payment is included in a Transaction Summary Report. Notwithstanding the foregoing, if the parties agree for Client to receive notification of Processed Payments through a means other than the Transaction Summary Report, Client must post such Payment no later than the day Client is notified of such Processed Payment.
 - 3.3. Settlement of Funds from Western Union to Client. By the close of the Transmission Day, Western Union will initiate an Automated Clearing House (“ACH”) electronic transfer credit (or a wire transfer for Clients located outside of the United States) by the close of the Transmission Day to the Trust Account. The “**Trust Account**” shall be a separate bank account designated as a trust account, registered to Client, located at an FDIC insured institution located in the United States, and solely used for the purpose of Client Settlement. The funds held in the Trust Account shall be held in trust by Client for the benefit of the Customer. Client shall not commingle other funds in the Trust Account, use the Trust Account for purposes other than Client Settlement, nor set-off, debit or otherwise use the Trust Account for any purpose not expressly authorized herein. Client may change the Trust Account by providing fourteen (14) Business Days’ notice Western Union. A “**Business Day**” is every day, Monday through Friday, which is a not designated as a holiday by the Federal Reserve Banks.
 - 3.4. Statement of Work. Client, (and if applicable, an Approved Affiliate) and Western Union may enter into a Statement of Work signed by both parties and incorporated into this Agreement, to supplement the terms herein, which may include Notification of Processed Payments through a SFTP file transfer or an API connection, Customer account validation at the time of Payment, and/or speed of Service options.
4. Service Fee.
 - 4.1. The Service Fee shall be retained by Western Union, shall not be considered part of the Client Settlement amount, and Client shall not have nor make any claim to the Service Fee. Western Union may adjust the Service Fee and/or maximum Payment amount in its sole discretion.
 - 4.2. Intentionally omitted.
5. Training and Complaints. Each Party shall provide reasonable training and support to the other Party’s personnel with regard to the processing and handling of Payment Transactions and Client Settlement. Client and Western Union shall work together to develop an appropriate training program. Western Union shall be responsible for responding to and resolving inquiries and complaints from Customers arising out of the Western Union Service. Client and Approved Affiliates will cooperate with Western Union in resolving

such inquiries and complaints. Client and/or the Approved Affiliate shall be responsible for resolving any inquiries or complaints other than those caused by Western Union or the Western Union Service.

6. Limitations on Use of Service. Client will only use the Services to collect funds owed to Client by Customers. For example, if the Client is a bank, the Client may use the Services to collect mortgage or other loan payments or credit card payments. The Client may not use the Services to receive payments for (a) stocks, bonds, securities, mutual fund shares or other investments; (b) insurance products with investment or cash accumulation features; (c) deposit into any account maintained at the Client, whether by the remitting Customer or otherwise (other than the Client's own accounts maintained to service loans to its Customers); (d) credit to stored value cards, debit cards or other instruments or accounts whereby funds may be made available to Customers or others through ATM (automatic teller machine) networks; or (e) for gambling (including, without limitation, betting on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated. Client may not use Western Union's "will call", person-to-person money transfer to receive commercial payments. Client shall promptly notify Western Union in the event it suspects that a Customer is violating this Section or any provision of the Agreement.
7. Confidentiality. Except as required by applicable law, a Party will not, directly or indirectly, disclose, disseminate or otherwise make available to any third party any information concerning the other Party's policies, procedures, processes, systems, or technology (and with respect to Western Union, including any information concerning Western Union's Agent network and information regarding the Client's transaction volume), this Agreement, or the techniques, processes and operation of the Services.
8. Data Protection.
 - 8.1. Definitions: For the purpose of this section, the following terms shall have the following meanings:
 - (a) "Consumer Personal Data" means information disclosed or shared between Western Union and Client in relation to the WESTERN UNION PAYMENT SERVICE which (a) identifies or can be used to identify an individual person; or (b) can be used to authenticate an individual person.
 - (b) "Data Controller" means the person or organization which decides the purposes for processing Consumer Personal Data and the methods for doing so.
 - (c) "Data Protection Requirements" means all applicable laws and regulations and regulatory guidance relating to the processing, protection, or privacy of Consumer Personal Data.
 - (d) "Data Subject" means an identified or identifiable natural person.
 - (e) "Permitted Recipients" means the parties to this Agreement, a party's affiliate entities, the employees of each party and any third parties engaged to perform obligations (including 'sub-processors') in connection with this Agreement.
 - (f) "Security Incident" means any act or omission (actual or suspected) that compromises either the security, confidentiality, or integrity of Consumer Personal Data or the safeguards a party has put in place to ensure same.
 - 8.2. The Parties acknowledge that Client and Western Union act as separate and independent Data Controllers in relation to Consumer Personal Data pursuant to Data Protection Requirements with respect to the WESTERN UNION PAYMENT SERVICE.
 - 8.3. Client and Western Union shall comply with all Data Protection Requirements that apply to Data Controllers, including in particular ensuring that Consumer Personal Data is:
 - (a) processed lawfully, fairly and in a transparent manner;
 - (b) collected for specified, explicit and legitimate purposes and not further processed in a way that is incompatible with those purposes;
 - (c) adequate, relevant and limited to what is necessary;
 - (d) accurate and, where necessary, kept up to date; and
 - (e) is kept for no longer than is necessary.
 - 8.4. Client and Western Union shall implement appropriate technical and organizational security measures in accordance with industry standards to ensure the security of Consumer Personal Data.
 - 8.5. Client shall notify Western Union of any Security Incident without undue delay and in any event within 48 hours of discovery. Notice of a Security Incident or other privacy-related notice shall be made: (i) by email to wuprivacy@westernunion.com, and (ii) in accordance with Section 17 of this Agreement. Unless the Data Protection Requirements provide otherwise, Western Union shall have the sole right to decide whether notice of a Security Incident is to be provided to national data protection authorities, consumers, or other relevant Data Subjects.
 - 8.6. Client shall assist Western Union in conducting any investigation following a Security Incident, including (where permitted by applicable law) providing access to premises, systems, files and records.
 - 8.7. Client and Western Union shall not transfer any Consumer Personal Data to any party other than the Permitted Recipients.
 - 8.8. On termination of this Agreement, Client and Western Union shall retain data Consumer Personal Data only so long as required by its internal retention policies or applicable law, whichever is longer.
 - 8.9. In the event that Client engages any third party Permitted Recipients which process Consumer Personal Data, Client shall ensure that

such third party Permitted Recipients are subject to the same or substantially similar standard of requirements in relation to Consumer Personal Data as Client is pursuant to this Section 8.

- 8.10. Consistent with Section 11, Client indemnifies Western Union and Western Union's affiliate entities against all costs, claims, damages, or expenses incurred by Western Union and/or its affiliate entities or for which these parties may become liable due to any Security Incident or failure by Client or Client's Permitted Recipients to comply with any obligations under this Section 8 or Data Protection Requirements.
- 8.11. Client shall have all necessary notices, fully informed, sufficient and express consents, lawful bases, authorizations and registrations in place to enable processing and transfer of Consumer Personal Data in accordance with this Section (unless exempt from such obligations under Data Protection Requirements).
9. Compliance and Diligence Information. Client agrees to provide Western Union with certain compliance and due diligence information, including but not limited to current financial information, most recent annual report, and completion of compliance questionnaires, as requested by Western Union. Client agrees to provide Western Union with updated financial and/or compliance information from time-to-time upon Western Union's request.
10. Client represents and warrants to Western Union that Client holds all licenses, permits and other authorizations necessary for Client to perform its business and receive funds through the Services. Client itself (including Client's employees, agents, and subcontractors) and Client's use of the Services shall be in compliance with all applicable laws, orders, rules and regulations, including, but not limited to, laws intended to prevent money laundering, gaming and laws intended to protect consumers against unfair debt collection (e.g. State and Federal Fair Debt Collection Practices Acts).
11. Indemnification and Limitation of Liability. Client agrees to indemnify Western Union and hold it harmless from any and all claims, losses, damages, liabilities or expenses (including reasonable attorney's fees) of every nature and kind incurred as a result of Client's failure or alleged failure to comply with applicable laws, orders, rules and regulations, or this Agreement. Western Union's sole liability for damages for breach, error, delay, or nonpayment, whether or not caused by negligence (apart from Western Union's responsibility to collect the principal amount from Customer), shall be limited to a refund of the Service Fee to the affected Customer, and Western Union shall have no liability therefor to Client. Under no circumstances, and under no theory of law, shall Western Union's aggregate monetary liability to Client exceed fifty thousand dollars in actual direct damages incurred by Client (in addition to the remitting principal amount of Payments to Client), nor shall Western Union be responsible to Client or any Customer for any indirect, loss profits, incidental, special, exemplary, punitive, consequential or similar damages, whether or not either party knew or had reason to know that they might be incurred.
12. In case of any overpayment by Western Union to Client, for any reason, Client agrees to promptly, upon request, refund the overpayment to Western Union. Client also agrees to promptly, upon request, reimburse Western Union for any duplicate payments, any payments refunded to Customers by Western Union or any incorrect payments. Western Union, at its option, may deduct any overpayment, duplicate payment, any payment returned to a Customer or any other incorrect payment from future payment amounts transmitted by Western Union to Client hereunder and promptly notify Client of any such deductions.
13. Taxes. Client shall be responsible for all taxes associated with the Services and/or any Payment transaction and/or the transfer of any funds performed hereunder, including, without limitation, withholding taxes, value added taxes, sales taxes and use taxes. If it is determined that Western Union may owe any such taxes, Client shall promptly reimburse Western Union therefor.
14. Term. The term of this Agreement shall be for a period of three (3) years from the Effective Date (the "**Initial Term**") and automatically renewing for successive one-year terms (each a "**Renewal Term**"). Either Party may terminate this Agreement by providing to the other Party ninety (90) days' written notice prior to the end of the Initial Term or any Renewal Term.
15. Termination. Western Union may terminate or suspend this Agreement or the Service to Client at any time without notice if (a) Client has breached or defaulted under any term of this Agreement, (b) any information provided by Client to Western Union is false or misleading or (c) if Western Union determines in its sole discretion that Client or any Customer is using the Service to transmit funds: (i) for gambling (including, without limitation, wagering on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated; (ii) to purchase or sell stocks, bonds, securities, mutual fund shares or other investments; (iii) insurance products with investment or cash accumulation features; (iv) in any way which may violate anti-money laundering laws of the United States or any jurisdiction to or from which the money is transmitted; (v) for credit to any entity other than Client; (vi) for any other purpose which may violate applicable law, banking regulation or Western Union policy.
16. Intellectual Property.
- 16.1. Each Party's Intellectual Property (as defined below) will remain such Party's exclusive property, and the other Party shall not assert any claim to at any time, including after the termination of this Agreement. Each Party shall use the other Party's Intellectual Property only as permitted by this Agreement, and only during the term of this Agreement. Neither Party shall do any act or thing inconsistent with the other Party's Intellectual Property and shall take reasonable care to protect it from infringement or damage.
- 16.2. For the purposes of this Agreement, "Intellectual Property" means any (i) copyright, patent, trade secret know-how, rights in domain names and rights in trademarks, trade names, service marks and designs (whether registered or unregistered), and trade dress (and with respect to Western Union, includes Western Union's distinctive black and yellow trade dress); and (ii) applications for registration, and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

- 16.3. Each Party hereby grants to the other the right to use their name and logo for marketing and reference purposes during the term of this Agreement.
- 16.4. Western Union shall have the right to reasonably display Client's name, logos, trademarks, service marks and related branding in connection with Western Union's presentation of Services to Customers, including inclusion and display at Western Union's retail point-of-sale, digital interfaces and related materials to facilitate the provision of Services under the Agreement and to identify and aggregate Client's participation with Western Union's service offerings to other business partners, clients and end users.
- 16.5. Client agrees to (a) communicate and promote the availability of the Services to its customers at least two (2) times per calendar year in two channels (including but not limited to prominent website messaging, statement messaging, bill inserts and, email/direct mail campaigns; (b) upon Western Union's request, add messaging about the availability of the Service on Client's website where billing and payment options are provided; and (c) communicate the availability of the Service on equal footing with any other third party provider of substantially similar services.
- 16.6. Upon termination of this Agreement, the parties shall immediately cease utilizing the Intellectual Property of the other and shall immediately remove all materials containing the other party's Intellectual Property.
17. Notices. All notices and other communications required or permitted between the Parties under this Agreement shall be in writing and shall be sent by express courier to the following address: If to Client and/or an Approved Affiliate, such communications shall be sent to the address(es) set forth on the first page of this Agreement.

For Western Union:

Western Union Financial Services, Inc.

7001 E. Belleview Avenue

Denver, Colorado 80237

Attention: Senior Vice President, U.S. Consumer Services

With a copy to the same address, Attention: General Counsel

18. Entire Agreement. This Agreement, together with the exhibits, SOWs, schedules, or other documents attached hereto, represents the entire agreement of the Parties with respect to the subject matter hereof, and may be modified or amended only in writing signed by duly authorized representatives of the Parties to be bound thereby. Email exchanges between the Parties do not constitute an amendment to the Agreement. Each term and condition herein is severable from the others, and if any term or condition of this Agreement is unenforceable, the remaining terms and conditions shall nevertheless remain in force.
- 18.1. Intentionally omitted.
19. Western Union and Client are acting as independent contractors not joint venturers, and neither is the partner, employee, employer or agent of the other. Client may not assign or otherwise transfer its rights and obligations pursuant to this Agreement without Western Union's prior written consent. This Agreement and the performance of the Parties hereunder is governed by the laws of the State of New York, USA, without regard to its conflicts of laws rules which might require the application of the law of another jurisdiction.

EXHIBIT A TO PAYMENT SERVICES AGREEMENT

Approved Affiliates

The Approved Affiliates listed below must complete the due diligence and approval process set forth in Section 2 of the Agreement prior to receiving the Services.

- [Complete]

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Presentation, discussion, and possible action regarding Resolution 2026-30 to acknowledge and certify lack of present ownership interest and former conveyance of all rights, title, and interest in and to a tract of land located at 825 North Commerce Street, Lockhart, Texas, from the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Roque Salinas

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart owned the property located at 825 North Commerce Street in the early 1940s and conveyed the property to a private owner in 1945. Although the City has no record of the original deed conveying the property to Lois F. Ellison, the City acknowledges that the conveyance occurred prior to June 17, 1986, when Ms. Ellison conveyed the property to Fred O. Ellison. It appears the original deed from the City was never recorded in the Caldwell County Official Public Records.

The property, currently described as approximately 0.172 acres out of the Byrd Lockhart Survey, Abstract No. 17, Caldwell County, Texas, is now owned by Narciso Jimenez-Delgado. The current owner is under contract to sell the property for the construction of a new residence. However, the transaction has been delayed because the unrecorded City deed creates a gap in the chain of title, preventing issuance of title insurance.

The City does not claim any ownership interest in the property and does not dispute the current ownership. Approval of the proposed resolution formally acknowledges the City's prior conveyance and confirms that the City has no right, title, claim, or interest in the property. This action will help resolve the title issue, facilitate the pending property sale, and allow construction of a new home to proceed.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2026-30

RESOLUTION 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, TO ACKNOWLEDGE AND CERTIFY LACK OF PRESENT OWNERSHIP INTEREST AND FORMER CONVEYANCE OF ALL RIGHTS, TITLE, AND INTEREST IN AND TO A TRACT OF LAND LOCATED AT 825 NORTH COMMERCE STREET, LOCKHART, TEXAS, FROM THE CITY OF LOCKHART.

WHEREAS, the Lockhart City Council (“City”) has determined after review of available records that it was the record owner of a tract of land located at 825 North Commerce Street, Lockhart, Texas (“Property”) in approximately the early 1940’s; and

WHEREAS, the City appears to have previously conveyed all right, title and interest in said Property to a third party by approximately 1945; and

WHEREAS, the City has no record of the conveyance of Property located at 825 North Commerce Street, Lockhart, Texas, from the City to Lois F. Ellison; and

WHEREAS, it appears that the conveyance that occurred in the 1940’s was never filed in the Caldwell County deed records; and

WHEREAS, The City acknowledges it did make such a conveyance prior to June 17, 1986, when then-owner Lois F. Ellison conveyed the property to Fred O. Ellison; and

WHEREAS, the legal description of the Property currently is that “being 0.172 of an acre of land, more or less, out of the BYRD LOCKHART SURVEY, ABSTRACT NO. 17, Caldwell County, Texas, being that same tract of land conveyed to Narciso Jimenez-Delgado and described in deed recorded in Document No. 116667, Official Public Records, Caldwell County, Texas”; and

WHEREAS, in order for a Commitment for Title Insurance to issue to the current owner, Narciso Jimenez-Delgado, the City must provide a written acknowledgement of the prior conveyance from the City and a further statement from the City that it does not make any claim of ownership, rights, title, or interest in or to the Property; the City Council wishes to make such acknowledgement and statement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

SECTION 1. The recitals contained herein are found to be true and correct and are incorporated into this Resolution as though fully set forth herein.

SECTION 2. The City Council hereby acknowledges the prior conveyance of the Property from the

City to Lois F. Ellison prior to June 17, 1986, and the City conveyed all right, title and interest in said tract at that time, and has no present right, title or interest in said Property.

SECTION 3. The City Council hereby states that the City does not make any claim of ownership, rights, title, or interest in or to the Property.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND APPROVED by the City Council of the City of Lockhart, Texas, on this the _____ day of _____, 2026.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

Brad Bullock
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2026-33 ordering a General Election on November 3, 2026 for the purpose of electing One Mayor; One Councilmember District 3; and One Councilmember District 4; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council positions up for election on November 3, 2026 are Mayor, District 3, and District 4. The Caldwell County Elections Administrator (County EA) will be conducting the November 3, 2026 election for several entities which includes the City of Lockhart. Ordinance 2026-33 provides details about the election and indicates that the City will contract with the County EA to conduct the election. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling locations.

The filing period for a place on the ballot is July 18 – August 17.

The deadline to order an election is August 17, 2026.

State election laws require that early voting hours and locations be included in the City's Order of Election. Early voting will be conducted October 19 – 30. Early voting locations and hours are determined by the Caldwell County Commissioners' Court and the County EA. Early voting will be conducted at the Lockhart ISD Adams Gym, 419 Bois D'Arc Street in Lockhart.

The County is anticipated to approve/set Election Day polling locations in the near future. Once Election Day polling locations have been set, City Staff will return to the Council to present the polling locations, as well as publish the required Notice of Election, which includes Election Day polling locations.

A contract for "Joint Election Services Between Caldwell County and Participating Entities" will be presented to the City Council during an upcoming City Council meeting. The County EA has provided a draft of the contract which has been included in this agenda packet for review.

PROJECT SCHEDULE (if applicable): Staff anticipates presenting a joint election contract for Council consideration during the August 18, 2026 Council meeting and Election Day polling locations following action by the Caldwell County Commissioners' Court.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Ordinance 2026-33 to comply with the August 17, 2026 order-of-election deadline.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-33 ordering Nov 3 2026 , November 2026 Contract Template

ORDINANCE 2026-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 3, 2026 FOR THE PURPOSE OF ELECTING ONE MAYOR; ONE COUNCILMEMBER DISTRICT 3; AND ONE COUNCILMEMBER DISTRICT 4; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATIONS AND HOURS; AND ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, state and city law provide that on November 3, 2026 there shall be a general election for the purpose of electing one (1) Mayor; one (1) Councilmember District 3; and one (1) Councilmember District 4.

WHEREAS, the City Council also has the authority pursuant to Chapter 271, Texas Election Code, to enter into a joint election agreement with Caldwell County, which is a political subdivision that is also holding an election on the same date.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

Section 1. Order of General Election:

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS

An election is hereby ordered to be held on November 3, 2026 for the purpose of voting on:

(Por la presente se ordena celebrar una elección el 3 de noviembre, 2026 con el propósito de votar sobre.)

List Offices/Propositions/Measures on the ballot *(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)*

Mayor (Alcalde)
Councilmember District 3 (Concejal del Distrito 3)
Councilmember District 4 (Concejal del Distrito 4)

Early voting by personal appearance will be conducted as follows:

(La votación adelantada en persona se llevará a cabo como previsto:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Lockhart ISD Adams Gym
419 Bois D'Arc Street
Lockhart, Texas 78644

Early voting by personal appearance will be conducted:

- October 19 – 23, 2026 (8 am – 5 pm),
- Saturday, October 24, 2026 (7 am – 7 pm); Sunday, October 25, 2026 (9 am – 3 pm),
- October 26 – 30, 2026 (7 am – 7 pm)

Locations and hours may be changed by the County Elections Administrator.

The Council appoints Devante Coe, Caldwell County Elections Administrator, as the Early Voting Clerk. Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Early Voting Clerk

Devante Coe, Caldwell County Elections Administrator

1403 Blackjack Street, Suite A

Lockhart, Texas 78644

(512) 668-4347

Email Address: caldwellec@co.caldwell.tx.us

Website: www.co.caldwell.tx.us

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on: *(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)*

October 23, 2026 *(23 de octubre, 2026)*

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: *(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)*

October 23, 2026 *(23 de octubre, 2026)*

Order of General Election Issued this 4th day of August, 2026.

(Emitida este día 4 de agosto, 2026)

Signature of Mayor (Firma del Alcalde)

Section 2. Election Duties. The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the Election, whether or not expressly authorized herein. In the absence of the City Secretary, the City Manager and/or Assistant City Manager are hereby appointed to fulfill election duties in place of City Secretary as needed in accordance with Texas Elections Code Sec 31.123.

Section 3. Notice of Election. Notice of the Election, stating in substance the contents of this Ordinance, shall be published in the English and Spanish languages at least once in a

newspaper published within CITY's territory at least 10 days and no more than 30 days, prior to the election, and as otherwise may be required by the Texas Election Code and Texas Local Government Code. Notice of the Elections shall also be posted on the bulletin board used by the Council to post notices of the Council's meetings no later than the 21st day before the Elections, or if the 21st day before the Elections falls on a weekend or holiday, on the first business day thereafter.

Section 4. Authorization to Execute. The Mayor of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

Section 5. Severability. If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section 6. Repealer. That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

Section 7. Publication. That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

Section 8. Effective Date. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED on August 4, 2026.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Bradford E. Bullock, City Attorney

**JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES**

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the “County”) is served by the Caldwell County Elections Administrator (the “Administrator”);

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the “Participating Entities”) that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2026 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entities do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. “Contracted Election” means the NOVEMBER 2026 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. “Election Officer” means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early

voting ballot board, member of an early voting ballot board, chair of a signature verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II PARTICIPATING ENTITY OBLIGATIONS

Section 2.01. **RETAINED DUTIES.** Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2.02. **JOINT ELECTION AUTHORIZED.** Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.

Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS.** If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.05. **DESIGNATION OF VOTER REGISTRAR.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.06. **APPOINTMENT OF ELECTION WORKERS.** Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL.** Participating Entities, through their respective governing bodies, will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

- Section 2.09. **DESIGNATION OF POLLING PLACES.** Participating Entities, through their respective governing bodies, will designate the Administrator's office, 419 Bois Arc St. Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities, through their respective governing bodies, agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.
- Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS.** Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.
- Section 2.11. **BALLOTS.** Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.
- Section 2.12. **USE OF COMMON BALLOT.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.
- Section 2.013. **USE OF COMMON FORMS.** All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.
- Section 2.14. **APPLICATIONS FOR MAIL BALLOTS.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address

to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

- Section 2.15. **TRANSLATION.** Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.
- Section 2.16. **MAPS AND ANNEXATIONS.** Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.
- Section 2.17. **RECOUNT NOTICE.** Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.
- Section 2.18. **ELECTION TO RESOLVE A TIE.** Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.
- Section 2.19. **PRECINCT REPORTS TO THE SOS.** Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III COUNTY OBLIGATIONS

- Section 3.01. **BACKGROUND CHECK.** The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities' obligation for service rendered in good faith.
- Section 3.02. **POLLING PLACES.** The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

ARTICLE IV ADMINISTRATOR DUTIES

- Section 4.01. **ELECTION SUPERVISOR.** The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.

- Section 4.02. **POLLING PLACES.** The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.
- Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE.** As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.
- Section 4.04. **ELECTION SUPPLIES.** The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.
- Section 4.05. **EARLY VOTING CLERK.** Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:
- (a) Appoint personnel to serve as early voting deputy clerks;
 - (b) Publish notice of early voting polling places, including temporary branch polling places;
 - (c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
 - (e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
 - (g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
 - (h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.
- Section 4.06. **ELECTION DAY DUTIES.** For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:
- (a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
 - (b) Prepare and conduct post-election intake of election equipment, supplies, and records;
 - (c) Serve as central counting station manager and tabulation supervisor;

- (d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS.** The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

- (a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;
- (b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;
- (c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots, and to resolve any issues with such ballots;
- (d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS.** The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS.** Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS.** Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. **ELECTION TRAINING.** The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. **CENTRAL COUNTING STATION.** The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644.

- Section 4.13. **LOGIC AND ACCURACY TESTING.** In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.
- Section 4.14. **REGISTERED VOTER LIST.** The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.
- Section 4.15. **POLLING EQUIPMENT.** The Administrator will prepare and distribute the Elections Systems & Software (“ES&S”) Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.
- Section 4.16. **BALLOTS.** The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.
- Section 4.17. **CUSTODIAN OF ELECTION RECORDS.** The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.
- Section 4.18. **DELEGATION OF DUTIES.** The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.
- Section 4.19. **TIMELY PERFORMANCE.** The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.
- Section 4.20. **THIRD-PARTY CONTRACTS.** Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V TERM AND WITHDRAWAL

- Section 5.01. **INITIAL TERM.** The initial term of the contract will commence on the last party’s execution hereof, and expires with respect to an individual Participating Entity on the County’s receipt of that Participating Entity’s payment-in-full of a final invoices submitted by the Administrator.
- Section 5.02. **WITHDRAWAL.** Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or

withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator's receipt of said necessary certifications and declarations. A Participating Entity's obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

ARTICLE VI COSTS AND PAYMENT

- Section 6.01. **ESTIMATED COST.** Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.
- Section 6.02. **FINAL INVOICE.** Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.
- Section 6.03. **PAYMENT DATE.** An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.
- Section 6.04. **PRORATED BILLING.** Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of \$500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.
- Section 6.05. **ADMINISTRATIVE FEE.** As authorized by Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than \$75.00.
- Section 6.06. **PAYMENT FROM CURRENT REVENUES.** Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

ARTICLE VII MISCELLANEOUS

- Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER.** Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the

Caldwell County Auditor and the Caldwell County Treasurer within 10 days of each Party's execution date.

Section 7.02. **SEVERABILITY.** If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 7.03. **FORCE MAJEURE.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE.** Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered or, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B'. Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses

available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

Section 7.06. **CHOICE OF LAW.** This contract will be governed and interpreted by the laws of the State of Texas.

Section 7.07. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.

Section 7.08. **ENTIRE CONTRACT.** This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

Section 7.09. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.

Section 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.

Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.

Section 7.12. **REVIEW BY COUNSEL.** The County and Participating Entity acknowledge that each party has received and had the opportunity to review this contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this contract. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract, or any amendments or exhibits hereto.

Section 7.13. **SIGNATORY WARRANTY.** The signatories for the County, the Administrator, and Participating Entities represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of Participating Entities to validly and legally bind Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

MUNICIPALITIES

CITY OF LOCKHART, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LULING, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MARTINDALE, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MUSTANG RIDGE, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF NIEDERWALD, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF SAN MARCOS, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF UHLAND, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COMMUNITY COLLEGE DISTRICTS

AUSTIN COMMUNITY COLLEGE:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

INDEPENDENT SCHOOL DISTRICTS

GONZALES ISD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

HAYS COUNTY CISD:

Attest:

Name: _____

Name: _____

Title: _____

LOCKHART ISD:

Name: _____

Title: _____

LULING ISD:

Name: _____

Title: _____

PRAIRIE LEA ISD:

Name: _____

Title: _____

SAN MARCOS CISD:

Name: _____

Title: _____

WAEOLDER ISD:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

UTILITY DISTRICTS

BARTON SPRINGS EDWARDS WCD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

BOLLINGER MUD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 1:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 7:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 8:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 9:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL VALLEY MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CHISHOLM MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COUNTY LINE SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EDWARDS AQUIFER AUTHORITY DISTRICT 11:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

GOFORTH SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

GONZALES COUNTY UWCD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

LANTANA MUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

MAXWELL SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OATMAN HILL MUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OPEN R FRESH WATER SUPPLY:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

PLUM CREEK CONSERVATION DISTRICT:

Attest:

Name: _____

Name: _____

Title: _____

Title: _____

PLUM CREEK UNDERGROUND WATER DISTRICT:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

_____:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EMERGENCY SERVICES DISTRICTS

CALDWELL-HAYS ESD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 3

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 4:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 5:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

_____:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

APPENDIX ‘A’

ESTIMATED COSTS FOR CONTRACTED ELECTION

ATTACHMENT 'B'

NOTICE INFORMATION FOR PARTIES

ATTACHMENT ‘C’

LIST OF ELECTION OFFICERS AND ELECTION CLERKS

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 4, 2026

AGENDA ITEM CAPTION: Announcement of nomination of Lori Rangel, James (Jim) Lee, and David Schneider to the Tourism Advisory Board; and consider additional nominations to the board.

ORIGINATING DEPARTMENT AND CONTACT: Downtown & Tourism - Tiffany Padilla

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: A request to nominate Lori Rangel, James (Jim) Lee, and David Schneider to be appointed to the Tourism Advisory Board has been made.

After reviewing the applications, the candidates meet the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as “announcement of nomination” followed by a notice on a subsequent agenda as “discussion and/or action on the nomination.”

This item is the announcement of nomination. If the Council should move to appoint Ms. Rangel, Mr. Lee, and Mr. Schneider to the board, action of appointment will occur during a subsequent Council meeting.

Max Yancy and Mandy Rowden were appointed to the board on July 21, 2026.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Max Yancy and Mandy Rowden were appointed to the board on July 21, 2026.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: At the direction of council

LIST OF SUPPORTING DOCUMENTS: Lori Rangel Tourism Board July 2026_Redacted, James Jim Lee Tourism Board July 2026_Redacted, David Schneider Tourism Board July 2026_Redacted

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: LORI RANIER BOARD NAME(S): TOURISM ADVISORY BOARD

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: 1975 (LIFE)

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: APPROX 1993

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: BOARD OF ADJUSTMENTS

*MS RANIER PREFERS TO SERVE ON THE TOURISM BOARD & WILL RESIGN FROM THE BOA IF SELECTED FOR THE TOURISM BOARD.

BOARD SPECIFIC QUALIFICATIONS:

Tourism Advisory Board (Ordinance 2025-27)

<u>(Y)</u> or	N	City Resident? If no, applicant does not qualify.
Y or	<u>(N)</u>	Hotel representative?
Y or	<u>(N)</u>	Restaurant representative?
Y or	<u>(N)</u>	Retail representative?
Y or	<u>(N)</u>	Arts/Cultural representative?
Y or	<u>(N)</u>	Attractions Sector representative?
<u>(Y)</u> or	N	AT-Large Community Member representative?

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at- large community members. The City Council may appoint a Council Member Liaison as a non- voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES:

IF RESIGNED FROM THE BOARD OF ADJUSTMENTS

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Lori D. Rangel		Preferred Name Lori
Physical Home Address 801 W. San Antonio St. Apt. A		
Mailing Address (if different)		
City Lockhart	State Tx	Zip 78644
Home Phone		Work Phone 512-902-7382
Mobile Phone 512-825-6310		
Email Address [REDACTED]		
Date of Birth	[REDACTED]	

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

Interested in serving on the Tourism Board- I was elected County Treasurer from 2003-2016. Currently employed with Texas Department of Transportation, Caldwell County Rodeo Association and Greater Caldwell County Hispanic Chamber board member. I'm a lifelong resident of Lockhart and I've always been involved in community service. I feel my past and current experiences and my county, state and local involvement will help me make qualified decisions on bring tourism to Lockhart. <i>bring tourism</i> <i>[Signature]</i>
--

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☒	☐	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: <u>Board of Adjustment - will resign on Tourism</u>

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

07/13/26

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:

APPLICANT'S NAME: JAMES LEE
(JIM)

BOARD NAME(S): TOURISM ADVISORY
BOARD

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: APPROX JUNE 2023
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: AUG 20, 2022
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

Tourism Advisory Board (Ordinance 2025-27)

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify.
<u>Y</u>	or	<u>N</u>	Hotel representative?
<u>Y</u>	or	N	Restaurant representative? <u>OLD PAL</u>
<u>Y</u>	or	<u>N</u>	Retail representative?
<u>Y</u>	or	N	Arts/Cultural representative? <u>LIVE MUSIC @ OLD PAL</u>
<u>Y</u>	or	N	Attractions Sector representative?
<u>Y</u>	or	N	AT-Large Community Member representative?

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at-large community members. The City Council may appoint a Council Member Liaison as a non-voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES:

EFFECTIVE AUG 20, 2022

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

Date Received: _____

1. PERSONAL INFORMATION

Full Legal Name	JAMES ANDREW LEE		Preferred Name	JIM	
Physical Home Address	2820 W. SAN ANTONIO				
Mailing Address (if different)					
City	LOCKHART	State	TEXAS	Zip	78644
Home Phone	512-554-9286		Work Phone		
Mobile Phone	512-554-9286				
Email Address					
Date of Birth					

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	☒ LOCKHART TOURISM BOARD

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

BUSINESS OWNER LOOKING TO BE MORE INVOLVED IN CITY HAPPENINGS. OLD PAL FOR 5 YEARS, HERE ON THE SQUARE. FORMER LUXURY HOSPITALITY EMPLOYEE (FOUR SEASONS HOTELS AND RESORTS) FOR 21 YEARS CATERING/BANQUET MANAGEMENT EXPERIENCE. HEAVILY INVOLVED IN TEXAS MONTHLY BBQ FEST AND LOCKHART RISING.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

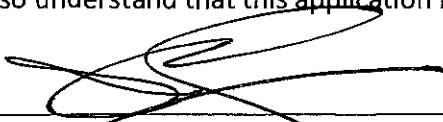
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

7/14/23

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
cconstancio@lockhart-tx.org

BOARD QUALIFICATION CHECKLIST DATE RECEIVED:APPLICANT'S NAME: DAVID SCHEIDER BOARD NAME(S): TOURISM ADVISORY BOARD

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: APPROX OCT 8 1996

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: APPROX 1996

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:**Tourism Advisory Board (Ordinance 2025-27)**

<u>Y</u>	or	N	City Resident? If no, applicant does not qualify.
Y	or	<u>N</u>	Hotel representative?
Y	or	<u>N</u>	Restaurant representative?
Y	or	<u>N</u>	Retail representative?
<u>Y</u>	or	N	Arts/Cultural representative?
Y	or	N	Attractions Sector representative?
<u>Y</u>	or	N	AT-Large Community Member representative?

Tourism Advisory Board a) A Tourism Advisory Board is hereby created to advise the Downtown and Tourism Director and City Council on tourism-related policies, priorities, planning, and strategies.

b) The Board shall consist of seven members appointed by the City Council, including representatives from the hotel, restaurant, retail, arts/ cultural, and attractions sectors, plus at-large community members. The City Council may appoint a Council Member Liaison as a non-voting member of the Board. The Lockhart Economic Development Corporation (LEDC) may appoint a Board of Director Liaison as a non-voting member of the Board.

c) Members shall establish bylaws.

d) Members shall serve staggered two-year terms and comply with the Texas Open Meetings Act.

e) The Board shall meet at least quarterly and provide an annual report to City Council.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name <i>David L Schneider</i>		Preferred Name	
Physical Home Address <i>407 Cibola Street</i>			
Mailing Address (if different)			
City <i>Lockhart</i>		State <i>Tx</i>	Zip <i>78644</i>
Home Phone <i>512-784-8201</i>		Work Phone	
Mobile Phone			
Email Address [REDACTED]			
Date of Birth	[REDACTED]		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☐	Construction Board of Appeals	☐	Library Advisory Board
☐	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

<i>Lockhart Tourism Advisory Board</i> <i>I am a 30-year resident of Lockhart with significant knowledge of the city. I have been involved in local theatre for the majority of that time, serving in multiple leadership roles at the Gaslight-Baker Theatre</i>
--

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

7/21/26

Date

Completed application, resume and letter of interest may be submitted in person, email, or by mail to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org